

County of Tos Angeles

Sheriff's Department Headquarters 4700 Ramona Boulevard Monterey Park, California 91754–2169



LLNOT D. BACA, SHERIFF

March 13, 2007

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration Los Angeles, California 90012

Dear Supervisors:

APPROVE AGREEMENT FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES WITH PENSKE TRUCK LEASING COMPANY, L.P. (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the services provided under the attached Proposition A Agreement can be more economically performed by the recommended contractor rather than by County employees.
- 2. Approve and instruct the Chair of the Board of Supervisors to sign the attached Agreement with Penske Truck Leasing Company, L.P. (Penske) for a term of three (3) years, with two (2) one-year extension options and, thereafter, a six (6) month option, in any increment. The Agreement with Penske will provide automotive fleet management and maintenance services to the Los Angeles County Sheriff's Department (Department).
- 3. Authorize the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Department, including the above extension provisions, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enable the Department to continue automotive fleet management and maintenance services for the Department's fleet of approximately 4,670 vehicles, including any future additions to the fleet. The

A Tradition of Service

The Honorable Board of Supervisors March 13, 2007 Page 2

Agreement will assist the Department in providing around-the-clock service to the residents of Los Angeles County by assuring that the Department's automotive fleet remains maintained and operational.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Goal 1: Service Excellence, Strategic Goal 3: Organizational Effectiveness, and Strategic Goal 4: Fiscal Responsibility. Specifically, the proposed Agreement will strengthen the quality of maintenance services and maximize the availability of vehicles in service.

FISCAL IMPACT/FINANCING

The Department has identified funding in its Fiscal Year (FY) 2006-07 budget for the anticipated level of service and will continue to allocate funds required to continue services throughout the duration of this Agreement. Based on the fixed price and estimated fee-for-service, material, direct purchase, and fleet size increased costs, the cost for the first year of service is approximately \$15,977,957, including a 10 percent contingency allowance for unforeseen expenses.

This Agreement has a provision for a Cost of Living Adjustment (COLA), and such provision is in accordance with the County's COLA policy.

The Department has included an appropriation in the FY 2007-08 operating budget to continue funding the requested service. The County's Auditor-Controller has reviewed and concurs that this Agreement meets Proposition A cost effectiveness criteria.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there is an active Agreement Number 73697 with Johnson Controls Inc., for automotive fleet management and maintenance services that was adopted by your Board on October 16, 2001, and became effective November 1, 2001. We are currently in the sixth (6) month-to-month option period which will expire on April 30, 2007. Approval of this Agreement will ensure uninterrupted automotive fleet management and maintenance services to the Department.

Penske has been notified and is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service and Safely Surrendered Baby Law.

Penske agrees to meet the requirements of the Living Wage Program (County Code Chapter 2.2001).

The Honorable Board of Supervisors March 13, 2007 Page 3

County Counsel has reviewed and approved this agreement as to form.

CONTRACTING PROCESS

A notice advertising the Request for Proposals (RFP) for the provision of automotive fleet management and maintenance services was published on three (3) consecutive Sundays beginning June 25, 2006, in the following newspapers: Antelope Valley Press, Daily News, Los Angeles Times, Press Telegram, Signal, and Torrance Daily Breeze.

On June 26, 2006, the Department released the RFP and sent notification, Bulletin #1, to 34 vendors via U.S. mail. The solicitation was posted on the Los Angeles County Website and the Department's Website.

A mandatory conference was held on July 12-13, 2006, at which seven vendors attended. The Office of Affirmative Action Compliance gave a presentation on the Living Wage Ordinance on July 13, 2006.

On August 22, 2006, the solicitation closed and the Department received five (5) proposals. An Evaluation Committee, which included experts in fleet management that were non-county employees, was assembled to review and score all five proposals. Upon completion of the evaluation, through a consensus process, and after a review from the State Department of Industrial Relations, Division of Labor Standards Enforcement, and the Auditor-Controller's Office on labor violations, it was determined that Penske's proposal received the highest score. Penske was the selected vendor for this Agreement as well as the lowest cost proposer.

IMPACT ON CURRENT SERVICES

Approval of this Agreement with Penske will provide uninterrupted automotive fleet management and maintenance services to the Department.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Department's Contracts Unit.

Sincerely,

LEROY D. BAÇA

SHERIFF



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PENSKE TRUCK LEASING CO., L.P.

FOR

AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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County of Los Angeles Sheriff's Department

Agreement
Automotive Fleet Managements
and Maintenance Services

Penske Truck Leasing Co., L.P.

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RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Penske Truck Leasing Co., L.P., a Limited Partnership organized under the laws of Delaware, ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department is responsible to provide management, maintenance and repair services for its automotive fleet; and

WHEREAS, there is a need to maintain Department vehicles in a ready and safe condition so that routine patrol and responses to emergency situations throughout the County are not impeded; and

WHEREAS, the County does not have the technical staff with the specific skills and expertise necessary to maintain and repair the vehicles; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge, experience, technical competence and sufficient staffing to accomplish the foregoing without interruption of County's current operations and to provide the services, described in this Agreement and the Exhibits attached hereto; and

WHEREAS, pursuant Los Angeles County Code, Section 2.121.250 et seq., County is authorized to contract with private businesses to perform automotive fleet management and maintenance services when it is more economical to do so;

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through E2, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description

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County of Los Angeles Sheriff's Department

Agreement

Automotive Fleet Management and Maintenance Services ____ of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

- 1.2.1. Exhibit A Additional Terms and Conditions
- 1.2.2. Exhibit C Pricing Sheet
- 1.2.3. Exhibit B Statement of Work
- 1.2.4. Exhibit D Contractor's EEO Certification
- 1.2.5 Exhibit E Performance Standards
- 1.2.5. Exhibit F1— Contractor's Employee Acknowledgement and Confidentiality Agreement
 - Exhibit F2 Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
- 1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 <u>Construction</u>. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. <u>DEFINITIONS</u>

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

- 2.2 "Board" means the Los Angeles County Board of Supervisors.
- 2.3 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.4 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)
- 2.4.1 "Commencement Date" means the mutually-agreed upon date on which the Contractor first begins providing management, maintenance and repair services under this Agreement.
- 2.5 "Contractor Key Personnel" has the meaning set forth in Paragraph 4.3.2.
- 2.6 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.7 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.8 "County" has the meaning set forth in the Recitals.
- 2.9 "County Counsel" means County's Office of the County Counsel.
- 2.10 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.11 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.12 "<u>County Project Manager</u>" has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.13 "Department" has the meaning set forth in the Recitals.
- 2.14 "<u>Dispute Resolution Procedure</u>" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.15 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.
- 2.16 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.17 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

- 2.18 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).
- 2.19 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.20 "Option Term" has the meaning set forth in Paragraph 7 (Term).
- 2.21 "Pre-Approved Subcontractor" has the meaning set forth in Paragraph 1.0 (Subcontracting) of Exhibit A (Additional Terms and Conditions).
- 2.22 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.23 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.
- 2.24 "<u>Tax</u>" and "<u>Taxes</u>" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.25 "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.26 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3. <u>ADMINISTRATION OF AGREEMENT – COUNTY</u>

- 3.1 County Project Director.
 - 3.1.1 "County Project Director" for this Agreement shall be the following person:

Captain Richard A. Adams
Los Angeles County Sheriff's Department
Communications and Fleet Management Bureau
1277 N. Eastern Avenue
Los Angeles, California 90063
Telephone (323) 881-8001

- 3.1.2 County will notify Contractor of any change in the name or address of County Project Director, in accordance with Sub-paragraphs 6. Change Orders and Amendments and 12 Notices.
- 3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director and/or Project Manager shall give final approval of Contractor Project Director and Project Manager, prior to assignment of these positions.
- 3.1.5 County Project Director and/or Project Manager shall give final approval of any replacements for Contractor Project Director and Project Manager.
- 3.1.6 County Project Director reserves the right to interview the proposed Contractor Project Director and Project Manager individually as part of the approval process.
- 3.1.7 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Lieutenant Brian J. Moran Los Angeles County Sheriff's Department Fleet Management Unit 1104 Eastern Avenue Los Angeles, California 90063 Telephone (323) 881-3982 Fax: (323) 260-5285

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such

- other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.
- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager, in accordance with Sub-paragraphs 6. Change Orders and Amendments and 12 Notices.
- 3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.4 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.6 County Project Manager and/or Project Director shall give final approval of Contractor Project Director and Project Manager, prior to assignment of these positions.
- 3.2.7 County Project Manager and/or Project Director shall give final approval of any replacements for Contractor Project Director and Project Manager.
- 3.2.8 County Project Manager reserves the right to interview the proposed Contractor Project Director and Project Manager individually as part of the approval process.
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.
- 3.4 <u>County Personnel</u>. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT - CONTRACTOR

4.	.1	Contractor	Pro	iect	Director.

4.1.1	"Contractor Project Director" shall be the following person, who shall to	эe
	a full-time employee of Contractor:	

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- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.
- 4.1.4 Contractor Project Director shall have at least five (5) years experience in fleet maintenance and management services, within the last ten (10) years, as determined and approved by the County Project Manager.
- 4.1.5 Contractor Project Director shall be physically available between 7:30 a.m. and 4:30 p.m., Monday through Friday, except on County recognized holidays, as listed in Section H.2 of Exhibit B, Statement of Work, and for reasons such as vacation, illness, or other absences approved by the County Project Manager.
- 4.1.6 Contractor Project Director or Contractor Project Manager shall be available by land-line and/or cellular telephone, 24 hours a day, 7 days a week, in order to respond to emergencies or other critical operational requirements.
- 4.1.7 Contractor Project Director must be able to fluently read, write, speak and understand the English language.
- 4.1.8 Contractor Project Director shall have its primary office on-site at the Eastern Avenue facility, Monday through Friday, throughout the life of the Agreement, unless otherwise specified by the County Project Manager.

- 4.1.9 Any changes to the Contractor Project Director shall be subject to advanced written approval, as further described in Paragraph 4.3 of this Agreement.
- 4.1.10 Any exceptions to the requirements listed in this Paragraph 4.1 must be approved by the County Project Director.
- 4.2 <u>Contractor Project Manager</u>.
 - 4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

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- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
- 4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly with County.
- 4.2.4 Contractor Project Manager shall have at least five (5) years experience in fleet maintenance and management services, within the last ten (10) years, as determined and approved by the County Project Manager.
- 4.2.5 Contractor Project Manager shall be physically available between 7:30 a.m. and 4:30 p.m., Monday through Friday, except on County recognized holidays, as listed in Section H.2 of Exhibit B, Statement of Work, and for reasons such as vacation, illness, or other absences approved by the County Project Manager.
- 4.2.6 Contractor Project Manager or Contractor Project Director shall be available by land-line and/or cellular telephone, 24 hours a day, 7 days a week, in order to respond to emergencies or other critical operational requirements.
- 4.2.7 Contractor Project Manager must be able to fluently read, write, speak and understand the English language.
- 4.2.8 Contractor Project Manager shall have its primary office on-site at the Eastern Avenue facility, Monday through Friday, throughout the life of the Agreement, unless otherwise specified by the County Project Manager.

- 4.2.9 Any changes to the Contractor Project Manager shall be subject to advanced written approval, as further described in Paragraph 4.3 of this document.
- 4.2.10 Any exceptions to the requirements listed in this Paragraph must be approved by the County Project Director.

4.3 Approval of Contractor's Staff

- Contractor's Project Director and Project Manager shall be deemed 4.3.1 acceptable only after approval by County Project Manager and/or County Project Director. Contractor shall submit resumes of its proposed Project Director and Project Manager to County Project Manager for review and approval. County Project Manager and/or County Project Director reserve the right to interview the proposed Contractor Project Director and Project Manager individually as part of the approval process. County Project Director or Manager has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager. Approved change shall be processed in accordance with Sub-paragraphs 6. Change Orders and Amendments and 12. Notices of this Agreement.
- 4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including but not limited to Contractor Project Director, Contractor Project Manager, and Information Technology System Administrator/Programmer and/or Assistant Information Technology System Administrator/Programmer, collectively "Contractor Key Personnel".
- 4.3.3 In the event County determines it is necessary to remove any Contractor Key Personnel or non-key personnel, when individuals fail to perform effectively and/or to ensure Contractor's compliance with the Agreement, as determined by County Project Manager or Director, County shall provide Contractor with fifteen (15) calendar days notice in advance, except in circumstances in which such notice is not possible (e.g., a

- removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced and with approval of County as specified in paragraph 4.3.1 of this Section.
- 4.3.5 All staff employed by and on behalf of Contractor shall meet the requirements set forth in this Agreement, including, Exhibit A, Additional Terms and Conditions and Exhibit B, Statement of Work. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK; APPROVAL AND ACCEPTANCE

Contractor acknowledges that, subject to this Paragraph 5 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a monthly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, rates and prices (except as provided in Paragraph 8.2), or any other term or condition included under this Agreement, a Change Order shall be executed by County Project Manager, with the concurrence of County Counsel, and Contractor Project Director, with the exception of changes in fleet size and

County of Los Angeles Sheriff's Department Agreement price based on the fleet size change. All Change Orders that affect schedules, exhibits or attachments shall be reflected by replacing the prior schedule, exhibit or attachment with a new version. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Manager or his designee, at his discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 For any change that materially affects the scope of Work, period of performance, rates and prices (except as provided in Paragraph 8.2), or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work

County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM

This Agreement is entered into as of the Effective Date and shall continue for a period of three (3) years from the Commencement Date, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to two additional one (1) year periods, and thereafter for a maximum of six (6) months in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term).

8. PRICES AND FEES

8.1 General

The prices and fees, referred to in detail in Exhibit C (Pricing Sheet) for this Agreement for either Fixed-Price or hourly work (Fee-for-Service) shall be the

amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. Contractor's annual price for Fixed-Price services, beginning the first year of this Agreement is \$ 10,953,500. Contractor shall invoice County one-twelfth of the annual Fixed Price portion of the Agreement in arrears on a monthly basis, beginning thirty (30) days after the Commencement Date. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 The Agreement for both Fixed-Price and Fee-for-Service may be adjusted annually based on the increase or decrease in the U.S. Department of Labor. Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employees salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

The price for Fixed-Price services shall also be adjusted based upon the increase or decrease in the numbers of various vehicle and equipment types in accordance with the process stated in Exhibit C (Pricing Sheet).

The price for Fixed-Price services shall also be adjusted based upon the increase or decrease in the mandated Minimum Staffing level in accordance with the process stated in Exhibit C (Pricing Sheet).

The price for Fee-for-Service paint material costs may be adjusted in accordance with the process stated in Section D, Fee-For Service Paint Material Costs, of Exhibit C (Pricing Sheet). In addition, in the event that changes to government regulations regarding the content of paint materials create a material increase in the cost of paint supplies, the parties agree to re-negotiate the Paint Material Hourly Rates in Exhibit C (Pricing), Section D. The Project Director shall have authority on behalf of the County to execute any such change order."

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8.3. Changes in prices referred to in Subparagraph 8.2 shall be documented in a Change Order executed by both parties.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

Charges for services provided during the term of the Agreement shall be paid thirty (30) days in arrears, beginning thirty (30) days after the Commencement Date, for Fixed-Price and Fee for service portions of the agreement in accordance with Paragraph 8 (Prices and Fees) and Exhibit C (Pricing Sheet). All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project Manager's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

Contractor shall mail an original and submit one copy, by mail, facsimile or electronic mail transmission, of the invoice for payment for services to the following addresses:

ORIGINAL (INCLUDE TRAP):

Los Angeles County Sheriff's Department Lt. Brian J. Moran, County Project Manager Communications and Fleet Management Bureau 1104 North Eastern Avenue Los Angeles, California 90063

COPY:

Los Angeles County Sheriff's Department Fiscal Administration Jaime Ocampo 4700 Ramona Boulevard, 3rd Floor Monterey Park, California 91754

or

E-mail or fax copy to:
Los Angeles County Sheriff's Department
Fiscal Administration
Jian Li
J2li@lasd.org
Fax # (323) 415-7844

COPY OF TRAP INVOICE:

Los Angeles County Sheriff's Department Special Funds Accounting 4700 Ramona Boulevard, 2nd Floor Monterey Park, California 91754

or

E-mail to: Los Angeles County Sheriff's Department Special Funds Accounting Cindy Kha clkha@lasd.org

10.2 Fee-for-Service Work

Contractor shall submit an estimate of the work to be performed and cost estimate to the County Project Manager or designee for Fee-for-Services work to be performed. If approved, County Project Manager or designee will approve the Contractor's estimate in writing. Contractor may begin work upon approval of the estimate by County Project Manager or designee. County Project Manager and/or Director may pre-approve some Fee-for-Service work at his/her discretion. Contractor will submit an invoice for payment to the County Project Manager as specified in Exhibit C, Pricing Sheet.

Contractor shall prepare invoices with content and format as provided below:

County of Los Angeles Sheriff's Department 14

Agreement
Automotive Fleet Management
and Maintenance Services____

- a. County's Agreement number
- b. Beginning and ending dates of each Repair Order
- c. Total charges for all services, including applicable sales tax, provided under this Agreement for the completion of each Repair Order.
- d. County vehicle/equipment number
- e. Work performed, including,
 - 1) Labor
 - 2) Parts
 - 3) Subcontractor and Third Party charges
 - 4) Tax (if applicable)
 - 5) Administrative/handling fee in accordance with this Agreement, where applicable.
- f. Amortized purchases, as agreed at the time of purchase.
- g. Applicable Credits
 - Any credits or reimbursements, as described throughout the Agreement.
 - 2) Any Invoice Deductions, as described throughout the Agreement.

10.3 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 <u>Invoice Discrepancy Report</u>

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. LIQUIDATED DAMAGES

- 11.1 The following liquidated damages shall be automatically deducted by Contractor from monthly invoices based upon Contractor's failure to meet the required Statement of Work performance standards specified below, for "in-service" vehicles for both Fixed-Price and Fee-for-Service categories. It is the responsibility of the Contractor to calculate and take the deductions from each month's invoices based on the number of occurrences that meet the criteria listed below during and for the month billed:
 - 11.1.1 Exceeding the compliance requirement of the seven (7) business day Minor Accident Repair Time Standard in Section WW, and/or exceeding the compliance requirement of the twenty-one (21) business day Major Accident Repair Time Standard in Section WW by more than three (3) business days, as documented in the Contractor run reports, results in automatic deductions from the Monthly Accident Repair billing invoice. County Contract Monitors may run concurrent reports, at County discretion, for auditing purposes. The automatic deductions begin for the fourth and subsequent continuous business days and are to be calculated as part of the invoicing process each calendar month. The automatic deduction amount is fifty dollars (\$50) per vehicle and/or piece of equipment, per day, for the number of vehicles and/or pieces of equipment exceeding the compliance requirement by four (4) or more business days.

- 11.1.2 Exceeding the compliance requirement of the three (3) to five (5) business day Repair Time Standard in Section O.2 of Exhibit B, Statement of Work for on-road patrol motorcycles by more than three (3) business days, as documented in the Contractor run reports, results in automatic deductions from the Monthly Fixed Price or Fee-for-Service billing invoices. County Contract Monitors may run concurrent reports, at County discretion, for auditing purposes. The automatic deductions begin on the fourth and subsequent continuous business days and are to be calculated as part of the Fixed Price or Fee-for-Service, per day, for the number of motorcycles exceeding the compliance requirement. The automatic deduction amount is fifty dollars (\$50) per on-road patrol motorcycles, per day, for the number of such on-road patrol motorcycles exceeding the compliance requirement by four (4) or more business days.
- 11.1.3 Failure to meet minimum staffing and shift requirements for the Central Jail and Century Station Repair Facilities, in accordance with Exhibit B, Statement of Work, Section F.1. Subsequent to such failure in excess of three (3) hours, Contractor shall deduct from the Monthly Fixed-Price invoice the automatic deduction amount of thirty dollars (\$30) for each fourth and subsequent business hour, per employee, per day, per location. Contractor is expected, without requiring any other authority, to document any minimum staffing and shift requirements shortages and make the deductions from each monthly invoice. County Contract Monitors may also document such shortages, at County's discretion, for auditing purposes, and to assure correct invoice billing. Upon written request by Contractor for each day there is a failure to meet the requirements of this Sub-paragraph 11.1.3, County Project Manager may elect to waive, by writing, the automatic deduction for that day.
- 11.1.4 County Project Manager reserves the right to waive any or all automatic deductions specified above based on Contractor performance, extenuating circumstances, or for other reasons that he/she determines.
- 11.2 Additionally, including the County's enforcement of the requirements of Exhibit E, Performance Standards, as fully specified in Section OO.4 of Exhibit B, Statement of Work, if, in the judgment of the County Project Manager, the Contractor is deemed to be non-compliant with any other of the terms and obligations assumed hereby, the County Project Manager, at his discretion, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be

- forwarded to the Contractor by the County Project Manager in a written notice describing the reasons for said action.
- 11.3 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director may:
 - 11.3.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or
 - 11.3.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit E, Performance Standards, and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
 - 11.3.3 Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by County.
- 11.4 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 11.5 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Exhibit E, Performance Standards, or Subparagraph 11.2, and shall not, in any manner, restrict or limit the County's right to terminate the Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class

registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

Los Angeles County Sheriff's Department Lt. Brian J. Moran County Project Manager Communications and Fleet Management Bureau 1104 Eastern Avenue Los Angeles, California 90063

with a copy to:

Los Angeles County Sheriff's Department Legal Advisory Unit 4700 Ramona Boulevard, Suite 225 Monterey Park, CA 91754-2169 Attention: Gary Gross Facsimile: (323) 267-6687

To Contractor:

Penske Truck Leasing Co., L.P. Senior Vice President – Business Ventures Rt. 10 & Pheasant Road Reading, PA 19607

with a copy to:

Penske Truck Leasing Co., L.P. Legal Department Rt. 10 & Pheasant Road Reading, PA 19607

The County Project Manager and/or Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

County of Los Angeles Sheriff's Department

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Agreement Automotive Fleet Management and Maintenance Services

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12, 13, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND PENSKE TRUCK LEASING CO., L.P.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

	COUNTY OF LOS ANGELES
	ByChair, County of Los Angeles
ATTEST: SACHI A. HAMAI Executive Officer Los Angeles County Board of Supervisors	
Ву	
Deputy	CONTRACTOR
	PENSKE TRUCK LEASING CO., L.P.
APPROVED AS TO FORM: RAYMOND G. FORTNER, JR.	Signed: Printed Title: Date:
County Counsel	
By Gary Gross	Date: 2/27/07
Principal Deputy County Counsel	•

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT WITH PENSKE TRUCK LEASING CO., L.P. FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used in this Exhibit A (Additional Terms and Conditions, this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 CONTRACTOR shall obtain subcontract agreements with the local vendors specified in Exhibit B, Statement of Work.

Pre-Approved Subcontractors

County has approved the subcontractors listed on Exhibit G (Pre-Approved Subcontractors), all of whom have entered into subcontracts with Contractor.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Manager of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.

- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Manager, which approval shall not be unreasonably withheld; and
 - ii. Any other information and/or certifications reasonably requested by County.

The County Project Manager will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Contractor must have written approval from County Project Manager to proceed with the subcontract. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Manager a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality, Exhibit F1 (Contractor's Employee Acknowledgement and Confidentiality Agreement), for each of subcontractor's employees performing Work under the subcontract. Such Agreements shall be delivered to the County Project Manager on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.
- 1.2.6 Subcontractor shall comply with Paragraph 56.0, Compliance with County's Living Wage Program, of this document and provide to the County all documents required under that section.
- 1.3 Contractor Responsibilities.
 - 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform, all Work required hereunder, and no

- subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the

- County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 <u>Dispute Resolution Procedures</u>

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the

parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit F1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or

- maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 <u>Injunctive Relief</u>

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
 - 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or

- 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 <u>TERMINATION FOR DEFAULT</u>

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the 1.1. Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days (or thirty days if the nature of the breach or failure is not curable within ten(10) days) following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days, provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement. Contractor shall have the right to terminate this Agreement without further obligation if County fails to pay Contractor per the terms of this Agreement and such failure continues for fifteen (15) days following notice to County of the payment failure.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had

been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 <u>Termination for Convenience</u>.

In the Event that budget reductions occur in any fiscal year covered by this Agreement that may cause the County to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of cancellation under the termination provisions of this Agreement.

The performance of work under this Agreement may be terminated by either party in whole or in part, from time to time, when such action is deemed to be in its best interest. The terminating party will give at least two hundred seventy (270) days prior written notice of such termination, except in the case of Budget Reduction under Paragraph 15.0, in which case the party shall provide ninety (90) days prior written notice. Termination of work hereunder shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination and, except as otherwise directed by County. Contractor shall:

- 1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 2. Take all reasonable steps to minimize costs allocable to the work terminated by the Notice of Termination.

3. Complete performance of such part of the work which has not been terminated by the Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with any certification as may be described by County, Contractor's termination claim and invoice, which shall reflect Contractor's claim for costs as described in the paragraph immediately following. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination or such longer period of time that may be authorized by County. County shall promptly, but not longer than three (3) months after receipt, review Contractor's claim and begin negotiation of a settlement.

Subject to the provisions of the paragraph immediately preceding, Contractor and County shall negotiate, in good faith, an equitable amount to be paid Contractor by reason of the total or partial termination of work pursuant to this clause, which amount shall include reasonable termination costs actually incurred by Contractor, provided, however, the Contractor shall have first made every reasonable effort to mitigate and minimize said termination cost.

If the parties are unable to agree on the amount of termination settlement, County shall pay Contractor the following amounts:

- a. For agreement work performed before the effective date of termination, the total, without duplication, of the following:
 - 1) The actual costs of the work; and
 - 2) The reasonable costs of settling and paying the terminated subcontracts that are properly chargeable to the terminated portion of the agreement.
 - 3) The reasonable costs of settlement of the terminated work, including accounting, clerical and other expenses reasonably necessary for the preparation of the termination settlement claim and support data.

In no event shall the termination settlement amount exceed the total funding obligated under this Agreement for the current Fiscal Year as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

Contractor, for a period of four (4) years after final settlement under this agreement shall make available to County, at all reasonable times, at the office of Contractor, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of work hereunder.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 **EFFECT OF TERMINATION**

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

- Contractor shall (a) stop performing Work under the Agreement on the 9.1.1 date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- Unless County has terminated the Agreement pursuant to Paragraph 6.0 9.1.2 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and
- Contractor and County shall continue the performance of the Agreement 9.1.5 to the extent not otherwise terminated.

9.2 **Transition Services**

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration. Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, or expiration, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with a transition plan to be agreed upon, in advance, by the County Project Manager and the Contractor Project Director, which shall be thirty (30) to ninety (90) days duration, as needed, prior to the date of termination or expiration of this Agreement. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the additional expenses Contractor purports to have incurred in the provision of such transition services. Any unused parts at date of termination that are not amortized, shall be the sole responsibility of Contractor to sell to the incoming vendor or otherwise remove and dispose of at no cost to the County. Contractor shall be liable to the County for any costs related to storage, sale, disposal, or any other costs to the County related to parts that are not removed by Contractor.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

- 10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term,

condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 **FURTHER WARRANTIES**

Contractor represents, warrants and further covenants and agrees to the following:

- Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.
- 12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- Contractor shall, in the performance of all Work, strictly comply with the 12.3 descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- Contractor and each of its personnel performing Work hereunder have all 12.5 permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's, acts and/ or omissions arising from and/or relating to this Agreement. Contractor shall not be held liable for demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the extent of the negligence of County.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees. Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the

Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to:

Irma Santana, Contracts Unit Los Angeles County Sheriff's Department 4700 Ramona Boulevard, Room 214 Monterey Park, CA 91754-2169

They should be received on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- (i) Specifically identify the Agreement;
- (ii) Clearly evidence all coverages required in the Agreement;
- (iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;
- (iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
- (v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 <u>Insurer Financial Ratings</u>

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 <u>Insurance Programs</u>

At a minimum, Contractor shall maintain during the Term programs of insurance which consist of:

- (i) Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:
 - (a) Garage Operations Liability Other Than Covered Autos:

General Aggregate:

\$4 million

Products/Completed Operations:

\$2 million

Personal and Advertising Injury:

\$1 million

Per Accident:

\$2 million

(b) Garage Operations – Liability for Covered Autos:

Automobile Liability for all Covered Autos:

Automobile Liability for all Contractor's "owned", "nonowned" and "hired" vehicles, or coverage for "any auto": \$1 million each accident.

(c) Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than Five Hundred Thousand Dollars (\$500,000) per vehicle.

(d) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- (i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.
- (iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses

(including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

In the event County Board of Supervisors adopts a budget for any fiscal year of this Agreement which, compared to the preceding fiscal year, requires reductions in the salary and benefit levels payable to County employees, and imposes similar reductions with respect to County agreements, County and Contractor shall renegotiate this Agreement with the objective of achieving savings consistent with such reductions.

Negotiated payment terms achieved, if wholly within the scope of the adopted budget reductions are deemed to fall within this Section 15.0 hereof and may be incorporated into this Agreement by a Change Notice.

Contractor reserves the right to terminate performance hereunder under the terms of Section 6.0 (Termination for Convenience) if renegotiations within a reasonable time period under this Section 15.0 do not result in satisfactory payment terms.

16.0 FORCE MAJEURE

Except with respect to defaults of any Subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

- satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.
- 17.3 The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of an Agreement, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the

period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County Contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.
- 20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:
 - 20.4.1 Title VII, Civil Rights Act of 1964;
 - 20.4.2 Section 504, Rehabilitation Act of 1973;
 - 20.4.3 Age Discrimination Act of 1975;
 - 20.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal antidiscrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.
- 20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its

employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 25.2 Contractor acknowledges that County, in its discretion, may enter into an agreement for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the

Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

- For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.
- 33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the County, a

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background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the County, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 34.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's background investigation.
- 34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 34.4 Disqualification, of any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.
- 34.5 Upon completion of this Agreement, Contractor and Contractor's employees shall cooperate with those in authority with regard to all security requirements. Such cooperation is required whether or not the persons in authority are on the work site at the same time Contractor's employees are there. Security requirements include, but are not limited to the following:
 - 34.5.1 Restricted entry or exit into security areas of persons not duly authorized.
 - 34.5.2 Observance of all rules and regulations in force on the premises in the avoidance of undue interference with the convenience and routine of Department's activities. Contractor's compliance with regulations pertaining to transportation and storage of materials, tools, and equipment in the security area.
 - 34.5.3 Provision of safeguards and other protective measures to the extent deemed necessary by those in authority.
 - 34.5.4 Introduction or possession of weapons, narcotics, alcoholic beverage, or contraband is prohibited and violations may be prosecuted under criminal statutes as applicable.

- 34.5.5 Contractor's personnel shall not engage in conversations or have any other contact with inmates other than that of a type pre-approved by the County Project Manager.
- 34.5.6 Contractor and Contractor's employees shall be under a continuing obligation to disclose any criminal record information to the County's Project Manager. The County Project Manager reserves the right to require the Contractor to immediately remove any employee from a County work site. Contractor's employees without proper identification shall not be permitted into restricted COUNTY areas.
- 34.5.7 Contractor's personnel shall be assigned to Department facilities only after obtaining security clearance from the Department, and upon approval of the COUNTY Project Manager.
- 34.5.8 Authorized COUNTY personnel reserve the right to inspect lunch boxes, toolboxes, clothing and equipment of CONTRACTOR's employees.
- 34.5.9 All hand tools, including power-driven hand tools, cables, ropes and other implements shall be transported and retained, except when in use, in approved, locked tool boxes. Tools shall be subject to inventory by those in authority at all times. CONTRACTOR's employees shall take extreme care at all times, that no tool is left unguarded or left where it might be reached by an inmate or unauthorized person. CONTRACTOR employees shall immediately report to COUNTY's Project Manager or his/her designee when a tool or piece of equipment is missing.
- 34.5.10 CONTRACTOR's employees shall only bring books, materials and equipment into a work area through an entrance approved by those in authority and such items shall be carried to and stored in COUNTY approved areas.
- 34.5.11 CONTRACTOR shall assume the risk of loss, damage, or destruction due to theft, fire, or casualty of any and all fixtures and personal property belonging to CONTRACTOR that are installed or placed within the authorized areas.
- 34.5.12 CONTRACTOR shall provide security devices required for the protection of the fixtures and personal property that is used in the operation from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the COUNTY's Project Manager.
- 34.5.13 CONTRACTOR may change the locks on any or all of the maintenance facilities and equipment for the duration of this Agreement.

 CONTRACTOR shall be required to supply duplicate keys to COUNTY security personnel. CONTRACTOR shall be required to supply duplicate

keys to the primary doors for repair facilities to the COUNTY's Project Manager and his/her designee

- 34.5.14 COUNTY Project Manager and/or Project Director retain the right to have any employee removed from any COUNTY facility.
- 34.6 Nothing in the Agreement shall be construed in any way to limit the authority of the COUNTY to prescribe new, or to enforce existing security regulations governing admission or exclusion of persons and conduct of personnel while around COUNTY facilities, including but not limited to the right of search of all persons and vehicles.
- 34.7 In restricted or detention areas, CONTRACTOR and CONTRACTOR's employees shall cooperate with those in authority with regard to all security requirements. Such cooperation is required whether or not the persons in authority are on the work site at the same time CONTRACTOR's employees are there.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents are granted access to County facilities for the purposes of executing Contractor's obligations hereunder. Access to any other areas is subject to Contractor's prior notification to the County Project Manager. Contractor shall have no tenancy, or any other property or other rights in County facilities.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services County has elected to provide Contractor with office space and equipment, including telephone equipment for use only for purposes of the Agreement, as specified in Exhibit B, Statement of Work. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 37.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Manager, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40.0 ASSIGNMENT BY CONTRACTOR

- 40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 40.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff on behalf of the County with the written concurrence of the County Counsel.
- 40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 40.1 of this Exhibit.
- 40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and

Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

- 41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 41.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit F1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Manager.

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such

material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- If, at any time during or after the Term, representatives of County conduct an 42.3 audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above. Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates, including, but not limited to the disposal to

all waste byproducts, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate to the County Project Manager.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Agreement. For this purpose, consideration shall

mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48.0 THIS SECTION INTENTIONALLY LEFT BLANK

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

50.2 <u>Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law</u>

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

51.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

53.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

54.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

55.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change orders or in other correspondence,

notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

56.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

56.1 Living Wage Program:

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

56.2 Payment of Living Wage Rates.

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 56.2 under the Agreement:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

As of June 15, 2007 the above rates shall be:

Not less than \$11,84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

- 2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
- If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period.

The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different agreements between the Contractor and the County (of which both agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

56.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

56.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

56.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

56.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

56.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, or if Contractor fails to provide additional information as required by Section 56.3, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.
- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. <u>Liquidated Damages</u>. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.
- 3. <u>Debarment</u>. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

56.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

56.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

56.10 Contractor Standards.

During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

56.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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EXHIBIT B

STATEMENT OF WORK

EXHIBIT B

STATEMENT OF WORK

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EXHIBIT B

STATEMENT OF WORK

AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

A. GENERAL REQUIREMENTS

- Under this Agreement, Contractor shall maintain and repair all vehicles, and equipment assigned to the Department and joint task force units such as TRAP, etc., affiliated with the Department, as specified by the County Project Manager. The quantity and year, make, model mix of vehicles, motorcycles, trailers, and equipment, miles driven, number of repair locations, and the required staffing is expected to change during the course of this Agreement, based upon organizational and/or operational requirements of the Department. Contractor shall also maintain and repair all vehicles, and equipment subsequently acquired by the Department and/or joint task force units affiliated with the Department, prior to and during the term of this Agreement, regardless of year, make, model, or type of vehicle and/or equipment, in accordance with the terms of this Agreement, and as specified by the County Project Manager. Contractor accepts these vehicles and equipment in their current condition, and agrees to maintain, service, and repair these vehicles and equipment in accordance with the requirements of this Agreement, as specified under the Fixed Price and Fee-for-Service provisions. The County Project Manager or designee, shall designate whether vehicles and/or equipment added to the fleet are placed under the Fixed Price or Fee-for-Service category and may, from time to time, transfer vehicles and/or equipment from one category to another.
- A.2. Department's total fleet is driven about 54,311,000 miles each year. Of the 54,311,000 miles driven, approximately 25,200,000 miles are driven by emergency response vehicles with more frequent Preventive Maintenance services. This information, as well as other fleet maintenance data, is primarily based on the repair order data in ShopFax, the Fleet Management Information System, that was input by the present Contractor, as well as data input from the Department's automated fueling system FuelForce.

B. THIS SECTION INTENTIONALLY LEFT BLANK

C. CONTRACTOR'S PROJECT MANAGEMENT/REQUIREMENTS

C.1 Contractor shall provide a dedicated on-site Project Director and Project Manager who will interface with the County and have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Agreement, as

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described in the Sample Agreement, Paragraph 4., Administration of Agreement - Contractor.

D. COMPETENCY, MINIMUM AGE, LANGUAGE SKILLS, BACKGROUND

- D.1 All persons employed by the Contractor under this Agreement shall be competent, trustworthy and well qualified for the work to be performed. Contractor shall ensure and document that all its managers and staff have the necessary training in fleet maintenance and management services required by this Agreement. Resumes and/or employment applications, required licenses, and certificates shall be available to the County Project Manager, the County Supervising Contract Monitor, or their designees, prior to the commencement date of this Agreement. The same information shall be available to the County Project Manager, the County Supervising Contract Monitor, or their designees as new employees are hired to work under this Agreement, and for all employees throughout the term of the Agreement.
- D.2 All Contractor employees who operate County-owned vehicles and/or equipment shall be required to have the appropriate California State Driver's License, and endorsements for the type of vehicle being driven. Contractor and all Contractor employees shall be required to comply with all applicable regulations and policies of the County and the Department. Contractor employees entering County and Department facilities or property under this Agreement shall wear attire which is as neat and clean as practical and consistent with the type of work performed, as approved by County. Contractor shall provide the County Project Manager with a complete personnel roster, to include employees after-hours land-line telephone(s) and/or cellular telephone numbers for use in emergency situations. Roster shall be updated and provided to County Project Manager immediately as information changes.
- D.3 The Contractor cannot assign employees under the age of 18 to perform work under this Agreement, and all staff employed by or on behalf of Contractor shall be legally eligible to work as further described in Paragraph 22.0, Exhibit A, Additional Terms and Conditions.
- D.4 All Contractor employees are required to read, write, speak, and understand English language in order to effectively communicate with County personnel, as well as read and understand vehicle repair manuals, technical manuals, safety manuals, Material Safety Data Sheets, and other work/safety related bulletins. If it is determined by the County Project Manager, County Supervising Contract Monitor, or their designees, that one or more Contractor employees do not meet the English speaking and/or comprehension skills required by this Agreement, the County Project Manager may require Contractor to remove these employees from County property and preclude them from working on Department vehicles. Contractor may request temporary, limited work exceptions (as approved by

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County Project Manager) for employees that show the potential to meet this requirement, if it is accompanied with a program to bring the employee(s) up to the Agreement standard. This may also include ensuring that these employees pass the appropriate brake certification tests referred to in Section F.7.a. It shall be the Contractor's responsibility and expense to provide after-hours training for these employees, with specific completion dates for each category of training, with any exception and program subject to approval by the County Project Manager.

- D.5 County has the absolute right to approve or disapprove all Contractor's staff performing work under this Agreement, and any proposed changes in Contractor's staff. Contractor shall notify the County Project Manager in writing of any proposed permanent replacement or reassignment of Contractor "Key Personnel" no less than fifteen (15) calendar days prior to action, and seven (7) calendar days for mechanics, or other staff prior to action, when circumstances permit. Also see Sub-paragraph 4.3 of Appendix A, Sample Agreement.
- D.6 The County Project Manager may require Contractor to remove from County property all employees deemed careless, incompetent, insubordinate, incompatible, or otherwise objectionable or whose continued employment on the job is deemed contrary to the best interest of County. Contractor shall be responsible for removing and replacing within twenty-four (24) hours, any Contractor employee performing services under this Agreement, when requested to do so by the County Project Manager.

E. TRASH DISPOSAL AND BUSINESS PLANS

- Contractor may utilize the Department's trash disposal dumpsters for the **E.1** disposal of non-restricted/non-hazardous waste, resulting from the maintenance of the Department's fleet, at all agreement repair locations, except Central Jail, as directed and approved by the County Project Manager. Contractor shall provide trash disposal dumpster(s) and pick-up service for non-restricted/nonhazardous waste at the Central Jail repair facility, for use by Contractor personnel performing fleet maintenance and Department personnel, as needed. This service is covered under the Fixed Price portion of the Agreement. County reserves the right to require Contractor to provide trash disposal dumpsters and pick-up service for non-restricted/non-hazardous waste at any or all Contractor locations, if determined to be necessary by County Project Manager. This additional trash service for locations other than the Central Jail Repair Facility, shall be Fee-for-Service, under the Direct Purchase provision of the Agreement, Section V V. 3. If this additional trash service is required by County Project Manager, Contractor shall bill County monthly, in arrears, at Contractor's actual cost plus six percent (6%). The vendor selection process, and price shall be subject to prior approval by the County Project Manager.
- E.2 Contractor shall, without additional expense to the County, provide appropriate

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business plans, records, and/or other information required by local, state, and federal government agencies, such as Los Angeles City, South Coast Air Quality Management District (SCAQMD), the Environmental Protection Agency (EPA), or other institutions, companies, or individuals. Contractor shall inform County Project Manager within twenty-four (24) hours of any such request. County Project Manager will advise Contractor within forty-eight (48) hours whether any of the information is proprietary and is not to be released pursuant to Paragraph 3.2 of Exhibit A, Additional Terms and Conditions. Contractor shall provide to County copies of all business plans, records, and other requested information or documentation, as necessary, when requested by government agencies or others. These copies shall be supplied to the County Project Manager and County Supervising Contract Monitor, at least ten (10) business days prior to submission to the requesting agency, company, or individual.

F. STAFFING LEVELS, TRAINING, AND SAFETY REQUIREMENTS

- F.1 Contractor shall, at all times during the scheduled work shift hours, provide no less than the minimum staffing level specified in Attachment 3, Repair Locations/Minimum Staffing Levels, of this Statement of Work, by job classification and by work location, for each business day and work shift. Contractor shall replace any minimum staff employee not reporting to work for any reason, e.g., illness, accident, personal emergency, etc., within two (2) hours of the beginning of the absence. A two (2) hour allowance shall apply on the first day of an unexpected absence. Contractor shall schedule replacement employees to be on-site during the entire scheduled work shift hours specified by location in Attachment 3, Repair Locations/Minimum Staffing Levels, for all days of a pre-planned or expected absence, such as vacation, planned/scheduled medical procedures, or other personal and/or company business. Replacement personnel shall be appropriately qualified and fully capable in the job classification of the position they are replacing. Closure of any repair facility during normal business hours by Contractor must be authorized in advance by the County Project Manager, the County Supervising Contract Monitor, or their designee, in that order, if County Project Manager is not available. A complete staff listing by name and work location shall be provided to the County Project Manager in the Monthly Report. Individual personnel changes during the month that are permanent shall be reported to the County Project Manager and County Supervising Contract Monitor, either through correspondence or via email, no less than five (5) business days prior to action, when circumstances permit.
 - F.1.a. Upon completing the first one hundred and eighty (180) days of this Agreement, Contractor may submit a request to the County Project Manager to adjust the required work shift hours and/or the minimum staffing for specific repair locations only, while still maintaining the total minimum staffing level specified in Attachment 3, Repair Locations/Minimum Staffing Levels and Sub-section F.1.b. Based on Contractor performance and the reasonableness of the request, the

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County Project Manager may approve all or part of such a request, and shall indicate the time period, terms, and conditions of such approvals. Any change to minimum staffing requirements as specified in Section F.1, Section F.1.a, or Attachment 3, Repair Locations / Minimum Staffing Levels, of this Statement of Work, shall be performed through the Change Order process, in accordance with Paragraph 6.0 of the Agreement - CHANGE ORDERS AND AMENDMENTS.

- F.1.b. Contractor shall provide no less than the total of the minimum staffing level of seventy-seven (77) maintenance and repair personnel, and twenty (20) Body Shop workers, as specified in Attachment 3, Repair Locations / Minimum Staffing Levels, of this Statement of Work, for each business day, unless otherwise adjusted through the Change Order process, as outlined in Section 6.0 of the Agreement, Change Orders and Amendments, and Agreement price adjustments made in accordance with Exhibit C, Pricing Sheet.
- F.2 Contractor shall ensure that all employees, prior to beginning work, are familiar with safe work practices, local rules and regulations, Occupational Safety and Health Administration (OSHA) standards, and proper handling of hazardous materials associated with the work. All work shall be conducted in a safe manner and will comply with the requirements of state and local rules and regulations, to include OSHA safety standards. A Contractor employee safety manual will be developed by Contractor and submitted to the County Project Manager for approval. The safety manual shall be distributed to all Contractor employees performing work under this Agreement within sixty (60) days of the commencement of this Agreement, and to new Contractor employees upon hire. Prior to the commencement of this Agreement, the Contractor's Project Director and/or Manager shall meet with the County Project Manager to discuss the administration of the Contractor's / County's safety program.

Contractor shall comply with the California Code of Regulations requiring California employers to establish, implement, and maintain a written workplace Injury and Illness Prevention Program (IIPP). California employers are not only required to have a written program on file, but an active, living program explained to and understood by all workers. This program is also subject to review by Cal/OSHA inspectors. The Contractor shall require its employees performing work under this Agreement to sign an acknowledgment form indicating that the employee was explained the IIPP program and understood all the information given.

F.3 If at any time the Contractor fails or refuses to comply with County safety requirements, the County Project Manager or his/her designated Safety Representatives, e.g., County Contract Monitors, may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim by Contractor

for cost, damages, or extension of repair time requirements.

- F.4 Contractor shall report all incidents or occupational accidents affecting this Agreement, to the County Project Manager, in writing or via a documented email, within twenty-four hours of occurrence or discovery.
- Contractor shall develop a booklet containing essential Agreement requirements. F.5 work standards for Department vehicles, and other employee related tasks under this Agreement. Contractor shall provide a booklet to each employee, at start of employment, with an updated version at the beginning of each Agreement year, outlining the most critical safe work practices, essential Fleet Management Information System instructions (currently ShopFax), and the work requirements/standards for the repair and maintenance of Department vehicles under this Agreement. The work requirements and standards provided to each employee shall include, but not be limited to, the bumper-to-bumper maintenance/quality control for the vehicles, detailed labor/parts/vendor cost data entry into the Fleet Management Information System including Vehicle Maintenance Recording Standards (VMRS) parts coding, PM and Inspection schedules/requirements, tire and brake requirements, recall/technical service bulletin/campaign requirements, fuel handling procedures at County repair facilities, Material Safety Data Sheets (MSDS) requirements, and access to emergency equipment wiring diagrams /schematics for patrol vehicles serviced in this Agreement. Contractor shall require employees to sign a verification form indicating that the employee has read and understood all the information in the booklet, to include interim and annual changes, and shall maintain these forms at the Eastern Avenue Repair Facility ("Eastern Avenue") during employment, and for a period of five (5) years at a Contractor storage facility after the conclusion of this Agreement. This documentation shall be made available to the County Project Manager, County Supervising Contract Monitor, or their designees, during the term of the Agreement, within twenty-four hours of a request by these County personnel.
- F.6 Contractor shall provide to County Project Manager and the Supervising Contract Monitor, at least twenty-four hours prior to dissemination, copies of all memos, letters, bulletins, and instructions given to Contractor employees that pertain to safety, work standards, Fleet Management Information System instructions, or repair and maintenance of Department vehicles under this Agreement.
- F.7 Contractor shall ensure and document that its employees have the necessary training in fleet management, maintenance, repair, and outfitting, to include, but not be limited to, administrative, tools, equipment, hoist operation, vehicle/equipment mechanical, electrical, body, frame, fabrication, and others associated with extensive variety of vehicle preparation, servicing, maintaining, and repair of the Department's diverse fleet, in order to safely and efficiently maintain and repair the vehicles/equipment covered under this Agreement.

Contractor shall pay particular attention to the requirements listed in this section, other related sections throughout the Agreement, and also ensure that mechanics and other repair personnel receive training annually or as needed in areas to include, but not be limited to, manufacturer recalls, technical service bulletins, or model year to year changes in mechanical, electrical, safety equipment, frame, body, different vehicle make and models brought into the fleet, and outfitting/fabrication/installation requirements.

- All Contractor mechanics who perform brake system inspections and/or F.7.a. perform brake work on Department vehicles shall, at a minimum, be certified in brakes by the Automotive Service Excellence company (ASE) or the State of California, Bureau of Automotive Repair (BAR), appropriate to the vehicles/equipment they are required to inspect and/or repair: i.e. (ASE) Medium/Heavy Truck, Bus, Automobile, or (BAR) Class A, B, or C. As an alternative to the State of California, Bureau of Automotive Repair (BAR) Brake adjusting license, all Contractor mechanics who perform brake system work on Department motorcycles must, at a minimum, be trained on brake systems by the manufacturer of the motorcycles used by the Department, and appropriate to the models they are required to inspect and/or repair, or have received comparable brake training, that has been approved by the County Project Manager. The type and documentation of this training shall be approved by the County Project Manager, in writing, prior to the mechanic performing brake work. Contractor mechanics may, if approved by the County Project Manager, perform brake system work on Department vehicles, including motorcycles, for the first ninety (90) days of their employment, provided all such work is inspected by a mechanic who meets the brake certification requirements specified above, and that information is documented on the vehicle repair order in the Fleet Management Information System (currently ShopFax). Any exceptions to the requirements listed in this Section F.7.a, must be approved, in writing, by the County Project Manager. Contractor shall inspect all brake work that was performed on Department vehicles' by outside vendors and/or subcontractors, prior to the vehicles being returned to service.
- F.7.b. All Contractor and/or vendor personnel who perform work on Department vehicles' Passive Restraint Air Bag Systems shall be trained for vehicles they are required to inspect and/or repair. Contractor shall train, test, and certify that each person who works on these systems is knowledgeable and competent to repair the systems. Automotive mechanics, Body and Fender mechanics, and others may provide documentation of training when hired, or Contractor shall train these personnel prior to working on these systems. Contractor shall inspect all work on Passive Restraint Air Bag Systems that was performed on Department vehicles' by outside vendors and/or

subcontractors, and indicate the date and inspecting employee identification on the repair order prior to the vehicles being returned to service.

- F.7.c. Contractor shall ensure that all personnel who perform preventive maintenance or repair work under this Agreement are trained in Active Restraint Seat Belt Inspection Procedures. Mechanics may provide documentation of training when hired, or Contractor shall train personnel prior to working on these systems. Documentation of the training required in Sections F.7.b and F.7.c shall be made available to the County Project Manager, County Supervising Contract Monitor, or their designees, within twenty-four hours of a request by these County personnel. Contractor shall inspect all work on Active Restraint Seat Belt Systems that was performed on Department vehicles' by outside vendors and/or subcontractors, and indicate the date and inspecting employee identification on the repair order prior to the vehicles being returned to service.
- F.7.d. Contractor shall ensure that, at all times, a minimum of one (1) or more employees working at the Eastern Avenue smog testing facility have a current State of California Bureau of Automotive Repair Smog Check Technician's license. Contractor shall also ensure that, at all times, a minimum of one (1) or more employees working at each of the three (3) Department smog testing facilities have a current State of California Bureau of Automotive Repair Government Fleet Program Smog Check Technician's license. A minimum of one (1) of these smog technicians shall always be available on-site during business hours at each of the three (3) smog testing facilities, regardless of vacation, illness, etc. Currently, the three (3) Department smog testing facilities are the Eastern Avenue Repair Facility, the Pitchess Detention Center Repair Facility (Wayside), and the STAR Center Repair Facility
- F.7.e. Contractor shall ensure that all personnel operating the Chief Frame Machine and the Genesis Measuring System have up-to-date and documented training on both of these equipment systems. Contractor shall also ensure that a State of California, Bureau of Automotive Repair (BAR) licensed Lamp Adjuster certifies the lighting systems on all Department vehicles repaired due to accidents involving impacts to the side, front, or other area that would possibly affect the proper headlight alignment of the vehicle, as determined by the Contractor Project Manager, or his/her designee, and approved by the County Project Manager, County Supervising Contract Monitor, or their designees. This operation shall be performed prior to the vehicle being returned to service, and shall be documented on the vehicle repair order in the Fleet Management Information System (currently ShopFax). Contractor shall provide one (1) or more employees working

at Eastern Avenue that have a current Bureau of Automotive Repair Lamp Adjuster license, and perform this service in-house. Regardless of where work is performed, pricing shall be in accordance with the CCC Crash Estimating Guide, at labor rates specified in Exhibit C, Pricing Sheet.

- F.7.f. Contractor shall have personnel with Class M, Class B, and/or Class A California State Driver's Licenses, to include tanker, and hazardous material endorsements Eastern Avenue, personnel with Class B, and/or Class A California State Driver's Licenses, to include tanker, and hazardous material endorsements at the Pitchess Detention Center Repair Facility, and personnel with Class B, and/or Class A California State Driver's Licenses at Central Jail, in order to properly road test and/or transport vehicles that require these licenses, to outside vendors or to other facilities.
- Contractor shall have a monetary incentive program to encourage F.7.g. mechanics to become ASE and Bureau of Automotive Repair (BAR) certified. This shall include, but is not limited to the various types of brake systems, engine, transmission, suspension, A/C & heating. electronic systems, drive train/axles, body/fender, non-structural and structural analysis and damage repair, body/fender mechanical and electrical components, vehicle painting and refinishing, damage analysis and estimation, smog licenses for all vehicles or government vehicles only, lamp adjustment, etc. Contractor shall also provide monetary incentives to encourage mechanics, supervisors, and quality control personnel to have Class M, Class B, and/or Class A California State Driver's Licenses, to include monetary incentives for additional endorsements, such as tanker, hazardous material, and passenger. Contractor may limit payment for the incentive program to a total of ten (10) certifications and/or Class M, Class B, and Class A California State Driver's Licenses, to include endorsements per individual.
- F.7.h. Documentation for all the above requirements in Section F.7 shall be kept on file, and made available immediately, or within no more than twenty-four (24) hours, to the County Project Manager, the County Supervising Contract Monitor, or their designees when requested.
- F.8 Contractor shall provide additional staff, up to four (4) mechanics, and one (1) clerk, for vehicle, brake, tire, and other automotive related testing. This will be for up to three (3) business days for each testing event, and it is expected there will be three (3) to four (4) testing events a year, at a testing facility usually the Pomona Test Track. The requirements for each event will be as requested by the County Project Manager, and/or his/her designee. This service is covered under the Fixed Price portion of the Agreement. However, Contractor shall be paid Fee-for-Service, in accordance with the rates specified in Exhibit C, Pricing

Sheet, for any overtime incurred by Contractor personnel assisting with the testing. Mobile mechanics and "floater" mechanics are expected to be the personnel utilized for the testing. Minimum staff personnel levels at repair facilities shall not fall below the Agreement requirements during these testing events unless authorized, in writing, by the County Project Manager.

- F.9 When requested by County Project Manager, Contractor shall provide qualified and brake certified mechanics to occasionally perform joint brake/mechanical inspections of a County vehicle at the Eastern Avenue facility, along with County personnel and other interested parties. The joint inspections are usually the result of a complaint by the driver that there was a mechanical failure with the vehicle that contributed to an accident. The objective is to provide the best inspection possible in order to determine if there was any mechanical failure that could have contributed to the accident. The inspection request may be within 48 hours; possibly much longer. Occasionally, circumstances require an immediate inspection, once all parties are available for the inspection. Any vehicle that has or may possibly have a brake/mechanical/electrical/or other similar failure claim made against it, must not be taken to its base of operation, BUT must be towed to the Eastern Avenue Repair Facility for a totally independent inspection.
- F.10 Department repair facilities, current and future planned openings, are listed in Attachment 3, Repair Locations / Minimum Staffing Levels. The opening dates for the facilities currently not in operation are estimates and subject to change. Staffing will be required at each facility as they become operational. Some will require only transfers of existing personnel, others may require the transfer of existing personnel along with additional minimum staff, and still others may require all additional minimum staff. In those cases where there is a mandated increase or decrease to the total personnel in the Minimum Staffing requirement, an adjustment will be made to the Contractor's base price for Fixed Price services, in accordance with the guidelines in Exhibit B, Section FF, Statement of Work, and Exhibit C, Pricing Sheet and shall be performed through the Change Order process in accordance with Paragraph 6.0 of the Agreement, Change Orders and Amendments
- F.11 Any exception to Contractor personnel requirements in this Section F will be approved, in writing, by the County Project Manager.

G. QUALITY CONTROL/AGREEMENT COMPLIANCE

G.1. Contractor shall ensure through its Quality Control Program and other methods, that all repairs, services, and inspections due and necessary on every vehicle and/or piece of equipment covered under this Agreement, are performed in a timely manner, and that the vehicles and/or pieces of equipment in the Department fleet are maintained in a state of repair and service consistent with this Agreement, generally accepted fleet practices, Original Equipment Manufacturers' (OEM) specifications, and as approved by the County Project Manager. Contractor shall perform all repairs and maintenance to vehicles and

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equipment that are required to meet the terms and conditions necessary to comply with the Original Equipment Manufacturers' (OEM) specifications and warranties, requirements of this Agreement, and in accordance with procedures outlined by the California Bureau of Automotive Repair for the California 1971 Automotive Repair Act, prior to vehicle and/or piece of equipment leaving any Contractor operated repair facility covered by this Agreement, unless otherwise specified by the County Project Manager, County Supervising Contract Monitor, or their designees.

- Subject to the approval of the County Project Manager, Contractor shall establish G.2 and maintain a Quality Control Plan to ensure that the requirements of this Agreement are met. This program is separate from Preventive Maintenance (PM) or any other inspection programs in this Agreement. This program shall be conducted by Contractor supervisory or quality control personnel, not the mechanics actually performing the repairs on the vehicles. Two (2) copies of an updated Quality Control Plan must be provided to the County Project Manager for approval within ninety (90) calendar days of the commencement of this Agreement. Contractor shall provide revisions to the County Project Manager as changes occur, and two (2) updated copies with the Annual Report each year. A copy of any proposed interim or annual changes to any portion of the Quality Control Plan shall be provided to the County Supervising Contract Monitor for his review, and the proposed interim or annual changes to the Quality Control Plan shall be submitted to the County Project Manager, before implementation, for his/her final approval. The Quality Control Plan shall include, but not be limited to, the following:
 - G.2.a. A monitoring system covering all services listed in this Agreement, that specifies the methods for identifying and preventing deficiencies in the quality of services performed, before the level of performance becomes unacceptable.
 - G.2.b The minimum requirements for the mandatory emergency response vehicle ("Emergency Response Vehicle") and non-emergency vehicle inspection program are as follows:
 - G.2.b.1. Thorough inspections of at least two (2) Emergency Response Vehicles per station shall be conducted each week, except for vehicles based at the Catalina Island location. The inspection shall consist of safety, mechanical, interior/exterior condition, and all related Agreement requirements for the vehicle and/or piece of equipment. The inspection shall also include the date, mileage/hour/hub meter reading, and type and date of the last PM, as well as identifying the vehicle as just repaired, just having received a PM, or currently in-service. Contractor must document that deficiencies identified have been corrected. Re-

inspections for deficiencies previously identified are considered additional, and do not count towards the minimum weekly requirement.

- G.2.b.2. All Emergency Response Vehicles and non-emergency vehicles/equipment on Catalina Island shall be inspected quarterly. The inspection shall consist of safety, mechanical, interior/exterior condition, and all related Agreement requirements for the vehicle and/or piece of equipment. The inspection shall also include the date, mileage/hour/hub meter reading, last three (3) months maintenance summary, copy of most recently completed PM Inspection form, type and date of the last PM, as well as identifying the vehicle as just repaired, just having received a PM, or currently in-service. Contractor must document that deficiencies identified have been corrected.
- G.2.b.3. All of the Department's active Emergency Response Vehicles, for all Units of Assignment, that became active in the fleet at least 120 days prior to the end of each Agreement year, must be inspected at least once through this Quality Control program during and by the end of each Agreement year. These inspections shall be conducted after the vehicle has gone into active service and are not part of the "new car prep" or pre-service safety inspections. Compliance with this requirement and the quarterly inspection requirement for Catalina Emergency Response Vehicles and non-emergency vehicles/equipment, that also became active in the fleet at least 120 days prior to the end of each Agreement year, shall be documented in the Annual Report.
- G.2.b.4. A summary of the Emergency Response Vehicle inspections, other than those vehicles located on Catalina Island, by station and/or Unit of Assignment, and a report of problems identified, remedies, and other pertinent information are to be part of the Monthly Report. Catalina Island vehicle/equipment inspection information shall be included in every third Monthly Report and in the Annual Report. The cumulative percentage by station and the overall percentage of the black-and-white Emergency Response Vehicles inspected to date shall also be included in the Monthly Report. Copies of all inspections shall be attached.
- G.2.c. Other specific activities and Agreement/maintenance requirements that Contractor shall monitor are as follows:

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- 1. Preventive Maintenance Program, PM's on-time, overdue vehicles called in, appropriate PM's, recalls, and campaigns performed correctly by mechanics.
- 2. Quality and thoroughness of inspections/repairs on all vehicles leaving the repair facilities.
- 3. Excessive failure rates for components and parts, including validation that <u>all parts installed on Department vehicles meet OEM specifications, reliability standards, and Agreement requirements</u>.
- 4. Quality and thoroughness of repair orders to include parts description and number, labor, appropriate work performed, identification of reworks/comebacks, approvals, comments, and correctness of data entry in the Fleet Management Information System ShopFax. Repair orders are to be "stand alone" documents that provide what is commonly known as the three (3) C's of information Complaint, Cause, and Correction.
- 5. Quality and thoroughness of VMRS parts coding in the Fleet Management Information System ShopFax.
- 6. Correct and appropriate input of the data entered into the ShopFax system by Department personnel at the direction of the County Project Manager. This may include, but is not limited to, vehicle master record information, detailed equipment specifications, fleet code assignment, PM assignment, etc. Errors must be identified by Contractor, corrections made, and additional training provided to Department personnel, by Contractor, as needed to prevent further errors.
- 7. Cleanliness, safety, condition/servicing of shop equipment, and compliance with all appropriate regulations/requirements of all repair facilities occupied by Contractor under this Agreement. Facility inspections, shall, at a minimum, be conducted monthly. A summary of the inspections by location and a report of problems identified, remedies, and other pertinent information are to be part of the Monthly Report.
- G.3 Methods of monitoring are to include, but not be limited to, methods of verifying the authenticity of reports, and methods to ensure quality of services.
 - G.3.a. Quality Control Plan <u>shall include samples of forms</u> to be used in monitoring, to include vehicle, facility, ShopFax/repair order, parts, and other inspection forms as appropriate.

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- G.3.b. Quality Control Plan shall include the name, title, and level of personnel performing monitoring functions.
- G.4 Contractor shall maintain a record of all inspections conducted under it's Quality Control Plan, the corrective action taken, and the time elapsed between identification of a problem and completed corrective action. Records shall be kept for five years, stored in an area under Contractor control at the 1104 N. Eastern Avenue complex while Contractor occupies the premises, and shall be made available upon request by County, within twenty-four (24) hours of the request. Any request for off-site storage must be approved, in writing, by the County Project Manager. See Paragraph 42.0, Exhibit A, Additional Terms and Conditions.
- G.5 Contractor shall conduct an on-going review of the Agreement requirements and Exhibit E, Performance Standards, in order to ensure compliance. Contractor shall indicate areas where Contractor was out-of-compliance during the previous quarter, in the Quarterly Report. Out-of-compliance instances shall be accurately identified by quantity, regularity, percentage, etc., as well as any special circumstances and/or justifications that show any of the out-of-compliance instances were anomalies. If one hundred percent (100%) compliant, Quarterly Report should include that information. Contractor's Project Director shall submit Corrective Action Plans with the Quarterly Report, indicating how Contractor plans to bring these areas into compliance. The Quarterly Report shall be provided to the County Project Manager within ten (10) business days after the end of each quarter.

H. HOURS OF OPERATION

H.1 Maintenance and Repair

H.1.a. Contractor, using County repair facilities, shall be open and operating every scheduled County work day. The Contractor may work on scheduled County holidays, as listed in Paragraph H.2. of this Statement of Work, and/or weekends, but must not expect delivery of vehicles scheduled for PM or other services. Contractor shall send a Mobile mechanic with service truck to the Mira Loma facility, at a minimum of at least once a month, to perform inspections, maintenance, and repair work on equipment located there. On-site time for this maintenance visit shall be a for a minimum of five (5) hours, plus whatever parts acquisition and follow-up time is required to complete the work, and keep the Preventive Maintenance, Campaigns, Inspections, and other required work performed "On-Time". Contractor shall provide additional Mobile mechanic visits and/or vehicle/equipment transport to repair facilities, without requiring any other authority and/or request, in order to meet the maintenance,

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repair, and inspection/certifications standards required in this Agreement for vehicles/equipment assigned to Mira Loma, Aero Bureau, and other facilities as required, and/or requested by the County Project Manager, County Supervising Contract Monitor, or their designees.

H.1.b. At a minimum, Contractor shall receive vehicles for maintenance/repair work and provide both on-site and telephone customer service at the 1104 North Eastern Avenue repair facility continuously between the hours of 6:30 A.M. through 4:30 P.M., Monday through Friday, every scheduled County work day. This service shall be performed by Contractor personnel during business hours, not answering machines or similar apparatus, and with personnel in sufficient numbers to avoid excessive waiting by County personnel during the required business hours. Contractor shall ensure that the Eastern Avenue customer service and mechanic staff is available at all times during these hours to answer telephones, receive vehicles, and to perform "Quick Fix" services such as the repair or replacement of tires, batteries, light bulbs, wiper blades, etc. Contractor shall schedule "staggered" lunch periods and break times for mechanics, customer service staff, and other personnel, in order to meet this requirement. Contractor shall provide "voice mail" for after-hours customer calls requesting appointments and/or other information, and shall return all after-hours calls within the first two (2) hours of the following business day. Contractor shall put forth their best effort to continue to try to contact those callers, if Contractor is unsuccessful in the initial attempts. Contractor may also provide mechanics for evening work shifts after regular hours, with supervision and parts supply, Monday through Friday, at repair facilities, as approved by the County Project Manager. This will be primarily for the purpose of performing PM services and minor to medium repairs. The minimum hours of operation for station repair facilities and outlying shops are listed in Attachment 3, Repair Locations / Minimum Staffing Levels. The Contractor may extend and/or adjust some shop and shift hours, to include overtime when necessary, to ensure vehicle service, condition, and availability are kept at or better than Agreement required levels, if approved by the County Project Manager, Any Fee-for-Service Work performed during these additional work hours shall be invoiced at the Regular hourly rate, unless pre-approved for the Overtime/Premium rate by the County Project Manager, the County Supervising Contract Monitor, or their designees. County may require additional service hours in the area of fleet operations in order to meet specific needs as situations occur, as directed by County Project Director, County Project Manager, or their designees.

H.1.c. Contractor shall assign personnel to stations/facilities in numbers appropriate to perform tasks within established time limits and to meet the maintenance/repair requirements and Performance Standards required by this Agreement. This specifically requires Contractor to assign the necessary additional mechanical, technical, and administrative staff, above and beyond the Minimum Staffing Requirements listed in Attachment 3, Repair Locations/Minimum Staffing Levels, of this Statement of Work, when it is necessary to meet the Agreement performance requirements. The Management Information System Minimum Staffing Levels required in Section R, Exhibit B, Statement of Work, has significantly different requirements than those in Attachment 3, Repair Locations/Minimum Staffing Levels, but still require the necessary additional staff, be it only temporary, when it is necessary to meet the Agreement performance requirements.

H.2 Recognized Holidays

Contractor is not normally required to provide regular services on County recognized holidays and/or weekends, with the exception of unforeseen circumstances, e.g., emergencies or excessive backlog. The holidays may vary from year-to-year. The County Project Manager will provide Contractor with a list of holidays for the succeeding years as soon as it is available. The holidays for 2006 through 2007 are as follows:

Friday	November 10, 2006	Veterans Day
Thursday	November 23, 2006	Thanksgiving Day
Friday	November 24, 2006	Day after Thanksgiving
Monday	December 25, 2006	Christmas Day
Monday	January 1, 2007	New Years Day
Monday	January 15, 2007	Martin Luther King's Birthday
Monday	February 19, 2007	Presidents Day
Monday	May 28, 2007	Memorial Day
Wednesday	July 4, 2007	Independence Day
Monday	September 3, 2007	Labor Day
Monday	October 8, 2007	Columbus Day
Monday	November 12, 2007	Veterans Day
Thursday	November 22, 2007	Thanksgiving Day
Friday	November 23, 2007	Day after Thanksgiving
Tuesday	December 25,2007	Christmas Day

H.3 Emergencies

H.3.a. Contractor shall mobilize personnel to provide services during emergency situations. The Department will develop, in conjunction with the Contractor, a plan for Contractor's notification of emergency situations. Emergency situations include, but are not limited to, major

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fires, floods, earthquakes, civil disturbances, acts of terrorism, and disaster emergencies. The County Project Director, County Project Manager, or their designees shall determine whether a particular situation warrants emergency situation status.

- H.3.b. Services during an emergency situation shall include adequate staffing at the facilities designated by the County Project Manager, or his/her designee to ensure continued vehicle operations at a level determined to be required by the Department. Such circumstances may occur during normal business hours and/or outside normal hours of operation, and can involve any number of employees, equipment and vehicles.
- H.3.c. In addition to the normal hours of operation, as specified in Attachment 3, Repair Locations / Minimum Staffing Levels, upon one (1) hour's notification during normal business hours, Contractor shall repair Department vehicles (on an overtime basis) seven days a week, 24 hours a day at any location designated by the County Project Manager, or his/her designee.
- H.3.d. During non-business hours, Contractor shall repair Department vehicles (on an overtime basis) as expeditiously as possible, seven days a week, 24 hours a day, at any location designated by the County Project Manager, or his/her designee. At no time shall the period between notification and commencement of repair, during non-business hours, exceed four hours.
- H.3.e. Contractor labor shall be paid Fee-for-Service, at the rates listed in Exhibit C, Pricing Sheet, of this Agreement, and parts and materials at Contractor's actual cost with tax, plus six percent (6%), for all emergency situation repair of Department vehicles that occurs <u>outside of normal business hours</u>, as approved by the County Project Manager, or his/her designees. Expendable shop supplies utilized during the emergency situation, shall remain covered under the Fixed-Price portion of the Agreement, as are the labor hours, parts, and materials during the normal business hours of operation, by location, as specified in this Agreement.
- H.3.f. Based upon the nature of the emergency, Contractor personnel may be required temporarily to perform repairs at sites other than those designated in the Agreement, when directed by the County Project Manager, or his/her designees.
- H.3.g. Should an emergency require performance of services beyond the capability of Contractor, or Contractor fails to perform as per Agreement requirements, County may perform or supplement performance of Agreement services with County personnel or NON-

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Contractor vendors. Such performance shall not constitute a breach of this Agreement by the County. Contractor shall be responsible for all costs associated with the additional performance of services by County or outside vendors, that is determined to be a part of the Agreement requirements by the County Project Manager.

H.4 Service Interruptions

- H.4.a. Work Stoppages or Slow Downs Should services be interrupted or reduced during the term of this Agreement by work stoppages, slow downs, emergencies such as those described in Section H.3, or Contractor's failure to provide adequate staffing, parts and service delivery, Contractor shall continue services by whatever.means.gov.nilable, as approved by the County Project Manager, and Contractor shall incur all reasonable related costs associated with the alternate system. Related costs include all costs necessary to provide repair and maintenance services as specified in the Agreement.
- H.4.b. Alternate Service Delivery If the Contractor fails to supply an alternate system, County shall have the right to continue services by whatever means available and charge any reasonable costs associated with the alternate system to the Contractor. Further, such service interruptions shall be grounds for termination of the Agreement.

I. COUNTY FURNISHED ITEMS

- Facilities County shall furnish all facilities being utilized by the prior contractor to provide maintenance for Department vehicles, including repair facilities, and office space for Contractor's staff. Additionally, County shall furnish to Contractor, equipment presently owned by County and utilized by the present contractor in the repair and maintenance of Department's vehicles and equipment.
- 1.2 <u>Storage and Containment Equipment</u> County shall furnish all County-owned storage and containment equipment utilized by the prior contractor in providing maintenance for Department vehicles. This equipment includes existing new oil storage/dispensing equipment and waste oil storage tanks.
 - I.3 Fleet Management Information System and Other Electronic Equipment
 County shall furnish the County-owned Fleet Management Information System ShopFax, five (5) All Data Systems, one (1) CCC Crash Estimating System,
 Genesis Frame Measuring System, and eight (8) diagnostic scanners for vehicle
 computer systems that are being utilized by the prior contractor in providing
 maintenance for Department vehicles.

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J. CONTRACTOR FURNISHED ITEMS

- J.1 Personnel, Equipment, Vehicles, Services/Supplies. Materials - Contractor shall provide all personnel, vehicles, equipment not supplied by County, to include but not limited to, tools, parts, service manuals, the Fleet Management Information System (ShopFax) operational necessities to include, but not be limited to hardware, support, updates, and supplies, vehicle and accessory schematics, Motor Labor Guides, current Kelly Blue Books, as updated (either manual books or computer software versions), annual and/or as available all software updates for all vehicle computer scanner tools/All Data systems/CCC crash estimating systems/Genesis frame measuring system and B.A.R. required smog testing machines, supplies, services, 3-part Vehicle Condition Report forms (beef sheets), training, and materials necessary to perform all services required by this Agreement, at all designated stations, facilities, and locations. Contractor shall provide two (2) fully equipped service trucks with the equipment and inventory necessary for Mobile mechanics to provide the required services. Contractor furnished items also includes, but is not limited to, spare engines. transmissions, differentials, tires, and components necessary to meet the requirements of this Agreement. Contractor shall provide top-off oil, in individual quarts when requested, to all Department locations, as directed by County Project Manager. For locations determined not to be under Contractor control, only oil consigned, but not accounted for by specific vehicle, will be charged to County as a Direct Purchase, as per Section V V.3.
- J.2 <u>Emergency Response Vehicle Rims</u> County shall direct Contractor to furnish a sufficient stock of Emergency Response Vehicles rims for patrol vehicles, in coordination with and as directed and approved by County Project Manager, or his/her designee. Rims purchased and supplied by Contractor, not to include rims in the existing inventory or those supplied by County, shall be charged to County as a Direct Purchase, as per Section V V.3. These rims, as well as the others in inventory at the commencement of this Agreement, shall be consigned to Contractor for accountability during the course of this Agreement. Contractor shall be responsible for the value of the rims not accounted for at the end of this Agreement, and that amount withheld from Contractor's final payment, if approved by County Project Director.
- J.3 Storage, Containment, and Cleaning Equipment Contractor shall supply all storage and containment equipment, not supplied by County, necessary for the proper handling of all hazardous materials, to include but not limited to, used oil, freon, antifreeze, and fuel. Contractor shall supply environmentally approved parts cleaning washers for each repair facility in quantities appropriate for the numbers of workers at each facility. Contractor shall have washers serviced on a basis consistent with their use.

- J.4 Other Equipment Contractor shall provide all equipment (i.e. office furnishings, photocopiers, computer equipment, etc.) necessary for the performance of the required services. Contractor shall provide "Out-of-Service" light bar covers, approved by County Project Manager. Light bar covers are required to be utilized at all times by all Contractor personnel and vendors who drive patrol vehicles with light bars on public roads, per this Agreement.
- D.5 Computer Programs Contractor shall have the latest version of word processing, spreadsheet, and data base programs compatible with the standard programs used by the Department. These programs would be installed on "Key" Contractor personal computers used in this Agreement, and training provided by Contractor to their staff. The versions of the programs shall be approved by the County Project Manager, prior to installation, to ensure that they will be compatible with those on the Department systems. Contractor shall utilize these programs for submitting electronic memos, reports, and documents to County, when requested by County Project Manager, County Supervising Contract Monitor, or their designees. The current program utilized by the Communications and Fleet Management Bureau is COREL WordPerfect Office 12. This program package comes with special options for reading Microsoft Word and Excel documents. Programs shall be in place and training completed within sixty (60) days of the commencement of this Agreement.
- J.6. Agreement, Technical Information Contractor shall supply County Project Manager and/or his/her designees with three (3) copies of emergency equipment wiring diagrams and schematics for each new and/or different model emergency/patrol vehicles and specialized vehicles, within five (5) business days of the request and/or the completion of the outfitting of these vehicles. Contractor shall maintain a permanent file of all emergency equipment/specialized vehicles wiring diagrams and schematics at the 1104 North Eastern Avenue repair facility. Copies of these diagrams and schematics shall be made available to County and Contractor mechanical personnel, as requested.

J.7 **Security**

- J.7.a. Contractor shall ensure the security and confidentiality of all facilities, vehicles, documents, and undercover license plates provided by the Department. Contractor security measures must be approved by County Project Manager.
- J.7.b. Contractor shall ensure the security and confidentiality of all maintenance and repair records associated with this Agreement, to include, but not be limited to types/quantities of maintenance and repairs, labor, parts, and costs. Contractor shall not sell and/or share data relating to this Agreement with outside agencies, businesses, or individuals, unless approved, in writing, by the County Project Manager,

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or his/her designee. Contractor shall ensure that all Contractor and NON-Contractor employees acknowledge the confidentiality agreements. See Paragraph 3.0, Exhibit A, Additional Terms and Conditions.

K. CONTRACTOR USE OF COUNTY VEHICLES, EQUIPMENT, RADIOS, AND FACILITIES

Contractor shall be responsible for and ensure there is no misuse of County vehicles, equipment, radios and facilities, while under their control or the control of any subcontractor/vendor. This includes, but is not limited to unauthorized and/or inappropriate use of County vehicles, equipment, and communication radios, Mobile Digital Terminals (MDT)/Mobile Digital Computers (MDC), GPS, and other equipment.

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M. EMPLOYEE UNIFORMS

Contractor shall provide uniforms for all Contractor employees who perform services for the Department under this Agreement, at County facilities, as approved by the County Project Manager.

N. EMPLOYEE ASSIGNMENT

- N.1 Personnel shall be assigned to stations/facilities in numbers and classifications appropriate to perform the required tasks, maintenance, and repairs within the Agreement time limits, and to meet the vehicle/equipment out-of-service requirements of the Agreement, as approved by the County Project Manager. The minimum staffing level for mechanics, as specified in Attachment 3, Repair Locations / Minimum Staffing Levels, shall be maintained at all times during the business hours specified in the Agreement, or as specified by the County Project Manager.
- N.2 Contractor shall augment personnel and/or provide overtime as needed in order to meet the requirements and conditions of this Agreement.

O. SERVICE REQUIREMENTS

Contractor, under the Fixed-Price portion of the Agreement, shall provide County all management, supervision, quality control, vehicle/equipment mechanical and body repair estimates, administration, labor, tools, parts, supplies, and material at all designated Department stations, repair facilities, and other locations required to maintain the Department fleet and the vehicles of associated task forces, in a state of repair and service consistent with this Agreement, generally accepted fleet practices, Original Equipment Manufacturers' (OEM) specifications, and as approved by the County Project Manager, the County

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Supervising Contract Monitor, and/or their designees. Contractor shall provide preventive maintenance, remedial repairs, overhaul, mobile service, emergency road service, towing, tire service, related fleet management and maintenance projects, analysis, reports, and services. Contractor, under the Fixed-Price portion of the Agreement, shall also provide County all Fee-for-Service management, supervision, quality control, vehicle/equipment mechanical and body repair estimates, tools, shop supplies, and administrative functions. Service and repairs not covered by the Fixed Price portion of the Agreement are specifically identified in Paragraph V V - Fee-for-Service and Paragraph W W, Accident Repairs, of this Statement of Work. All other work is included under the Fixed Price portion of the Agreement, unless otherwise specifically indicated.

O.1 Vehicle Repairs/Maintenance

- O.1.a Contractor shall perform all repairs and maintenance required to meet terms and conditions necessary to comply with this Agreement, with the Original Equipment Manufacturers' (OEM) specifications and warranties, generally accepted fleet practices, and in accordance with procedures outlined in the California 1971 Automotive Repair Act, as approved by the County Project Manager. Contractor is responsible for the repair or replacement of all parts, assemblies, sub-assemblies and components, necessary to maintain the Department fleet and the vehicles of associated task forces in a safe and fully operational condition, with a good cosmetic appearance, in accordance with industry standards and this Agreement, or as specified by the County Project Manager.
- O.1.b Contractor is responsible for the repair of vehicle/equipment systems to include but not limited to, brakes, electrical, batteries, siren speakers, lightbar arrow-stick controllers, ignition, fuel, on-board vehicle computers and sensors, specialized alternate fuel components, cooling, heating, air conditioning, engine, transmission, clutch, drive line, differential, drive axles, exhaust, chassis, suspension, steering, alignment, and tires.
- O.1.c Contractor is responsible for the repair of vehicle/equipment exterior and interior including, but not limited to, body, paint, seats, cushions, seat belts, upholstery, headlight capsules, light bars, all glass and mirrors, carpeting and/or rubber floor covering, floor mats, dashboard, instrument panel, accessories, clocks, non-emergency radios, cassette/compact disc players, non-emergency radio/ cassette/cd player speakers, factory-installed Global Positioning Systems (GPS), steering wheels, weather striping, door panels, window, and mirror controls. Causes for repair of these items as specified in this Section O.1.c, under Fixed-Price, shall include, but not be limited to, normal wear and tear consistent with police service/severe use vehicles, corrosion due to air pollution such as smog or ocean air, vehicle fluids, or poor maintenance practices, not as a result of accident, vandalism.

or operator abuse.

Contractor is responsible for the repair of mounted equipment and O.1.d. accessories to include but not limited to auxiliary engines, generators. refrigeration units, light bars, shotgun locks, lift gates, utility boxes, welders, wheel chair lifts, and other mounted equipment as specified by the County Project Manager. Initial installation of additional equipment installed part way through a vehicle's life-cycle shall be Fee-for-Service. Maintenance and repairs of the additional equipment, once installed. shall be performed under the Fixed-Price portion of this Agreement, unless specifically classified as Fee-for-Service. Classification of vehicles, equipment, or auxiliary equipment as either Fixed Price or Fee-for-Service shall be solely determined by County Project Manager. County shall maintain and repair the communications and computer equipment installed by County, as well as the radio, data, and power supply cables to trunk that support the Mobile Digital Terminal/Radio Systems and/or the Mobile Digital Computer/Radio Systems.

NOTE: The Department's previously planned Mobile Digital Computer Conversion project has been delayed. The initial installation/conversion project, once approved, is intended to be performed by an outside company. Once installed and operational, any additional maintenance and repair costs required due to the Mobile Digital Computer System, are to be covered under the Fee-for-Service portion of this Agreement, Section V V, as approved by the County Project Manager, the County Supervising Contract Monitor, and/or their designees.

- Auxiliary engines, welders, generators, and other mounted equipment O.1.e. (e.g. refrigeration unit on a truck), will be carried in the Fleet Management Information System - ShopFax as attached equipment, and may be listed as Fixed Price (part of primary vehicle), or separately listed as Fee-for-Service as determined by the County Project Manager. This equipment is to have repair histories and preventive maintenance schedules readily identified as separate from the primary vehicle. These units will be appropriately identified by type and Agreement classification. Other non-drive train/additional equipment on specialty vehicles such as dump trucks, tow trucks, rescue vehicles, trucks with service bodies and lift gates are considered part of the main vehicle and are not carried as separate units. Examples of non-drive train/additional equipment include, but is not limited to power take-offs, hydraulic cylinders, electric motors and controllers, winch assemblies, inverters, converters, etc.
- O.1.f Contractor may obtain local vendor agreements for specialized services in this category for Fixed Price equipment and Fee-for-Service category

equipment that are recommended by Contractor as "more efficiently provided" and/or specialty services that may need to be out-sourced by the maintenance Contractor, when individually justified and approved by the County Project Manager. (See Paragraph 1.0, Subcontracting of Exhibit A, Additional Terms and Conditions.) These services include, but are not limited to, the certification of man-lifts, truck booms, and tankers, the repair of electric material-handling equipment, man-lifts. truck booms, tankers, winches, fiberglass components, hydraulic cylinders, diesel engine fuel injectors, RV trailers, engine, transmission, and differential overhaul, tire repair for specialized offhighway and heavy equipment, bus accident repair, custom wood or metal fabrication/installation at outside vendors, and other speciality/non-standard services, when approved by the County's Project Manager or his/her designee. Contractor is responsible for the quality, and completeness of the repairs performed by vendors and subcontractors. Contractor is also responsible for the Agreement required repair times, and if Fee-for-Service, shall invoice in accordance with this Agreement, to include, but not limited Motor Labor Guide, CCC Crash/Body and Paint Estimating System, Genesis Frame Measuring System time estimates, and the rates listed in Exhibit C, Pricing Sheet.

- 0.1.g Contractor shall provide and/or obtain local vendor agreements for air conditioning, upholstery, alignment, exhaust work, and complete tire repair/ replacement service for all Department vehicles at or within a five mile radius of each staffed repair facility. Contractor may provide vendor agreements for these services at locations over five (5) miles from the repair facilities if the vendor picks up and delivers promptly, drives the Department vehicle no more than ten (10) miles to the vendor's location or can transport the vehicle via truck to the vendor's location within sixty (60) minutes. Exceptions to the requirements of this provision may be approved on a case-by-case basis by the County Project Manager, County Supervising Contract Monitor, or their designees. All subcontracting must have prior written approval of the County Project Manager. (See Paragraph 1.0, Subcontracting, of Exhibit A, Additional Terms and Conditions), to include "Pre-approved Subcontractors". Contractor is responsible for the quality. completeness, and timeliness of the repairs performed by vendors/subcontractors.
- O.1.h Contractor shall provide engine oil analysis, at a minimum, for all Department buses, and other on-road heavy duty vehicles such as tractors, trucks, etc., with a Gross Vehicle Rate (GVW) rating of 20,000 lbs. or more, on every PM service. Results of oil analysis shall be received by Contractor within seven (7) business days from when the sample was taken. Resulting data and assessment shall be

documented on a repair order in the Fleet Management Information System, ShopFax, and shall be available through a ShopFax report. Any deviation in the oil condition from Original Equipment Manufacturers' specifications, or indications of impending engine and/or component failure shall be documented and reported within 24-hours of receiving results to the County Contract Monitor assigned to that repair facility, the Contractor supervisor for that repair facility, and the Contractor Project Manager. Contractor shall also provide engine oil analysis and/or maintenance/repairs for Department boats under the Fee-for-Service/Direct Purchase provisions specified in Section V V, when requested by County Project Manager, the County Supervising Contract Monitor, or their designee. The majority of maintenance and repairs for Department boats is expected to be performed by Department personnel.

- O.1.i. All repairs, service, parts, lubricants, and fluids shall be of high quality and in accordance with Original Equipment Manufacturers' specifications unless otherwise specified by the County Project Manager. Contractor shall retain parts for inspection by County, when requested by County prior to the start of work, or thereafter, if parts are still available. Parts shall be retained by Contractor for a period of up to twenty (20) business days, unless otherwise instructed by County Project Manager, the County Supervising Contract Monitor, or their designee.
- 0.1.iDepartment personnel may deliver vehicles to any Department repair facility for Preventive Maintenance, inspections, and repairs, appropriate to the facility mechanical service capabilities, as determined by the County Project Manager. Contractor is responsible for transportation of all vehicles/equipment to and from sublet vendors, to include, but not limited to cars, light, medium, and heavy trucks, tankers, and off-highway equipment. Contractor is responsible for having drivers with the appropriate driver's licenses, as well as trailer, tanker, and hazardous material endorsements, or utilizing vendors for transport with the same qualifications. Should Department personnel deliver vehicles to any sublet vendor, not due to election by the Department, but due to Contractor inability to transport or meet Agreement repair/delivery time frames, as determined by County Project Manager, Contractor shall credit County at the Contractor heavy vehicle repair labor rate listed in Exhibit C, Pricing Sheet, for total time required to transport the vehicle to and from the vendor. Where possible, the credit shall be invoiced during the same month as the repairs are completed. If Contractor fails to provide credit on the appropriate invoice, as determined by County Project Manager, County may deduct that amount from the following month's invoice, plus a six percent (6%) handling fee.

O.1.k Upon completion of repairs, Contractor shall provide driver with copies of the completed repair order, 16-point inspection, PM Service, and other inspection checklists utilized, vendor warranty and recall repair orders, and a copy of the original Driver's Vehicle Condition Report.

0.2 Vehicle Repair Time Requirements

- O.2.a Contractor shall complete mechanical repair estimates within one(1) business day after receipt of vehicles submitted for repair (exception: Quick Fix Repairs, Paragraph O.3 of this Statement of Work). The repair estimates shall be on separate forms and not a part of the repair order.
- O.2.b Contractor shall be required to complete repairs between three (3) and ten (10) business days, depending on type of vehicle/equipment and work required, and after a vehicle has been brought to a Contractor's repair location, or identified to Contractor as requiring mobile service and/or transportation to repair facility. Contractor shall be required to complete repairs and/or services on all vehicles, motorcycles, and equipment in three (3) business days or less, regardless of the magnitude or quantity of repairs, except as specified below. Contractor shall complete all repairs on vehicles and motorcycles that include engine, transmission, differential, or transfer case replacement, or motorcycles that, in addition to other maintenance/repairs, also require a top-end overhaul, within five (5) business days. All repairs on black & white patrol vehicles (sedans) that include transmission or differential replacement shall be completed by Contractor within three (3) business days. Contractor shall be required to complete repairs on heavy trucks/tractors/buses, with GVW ratings of 18,000 lbs. or more, that include engine, transmission, differential, final drives, transfer case, or frame replacement, within ten (10) business days. Contractor shall be required to complete repairs on Off-Highway equipment and trailers within five (5) business days after a unit has been brought to a Contractor's repair location, or has been identified to Contractor as needing service and/or transportation to a repair location. Contractor shall complete all repairs on Off-Highway equipment and/or trailers with auxiliary engines/equipment, that include repair of engine, transmission, differential, final drives, transfer case, or frame replacement, within ten (10) business days. The repair times run concurrently for vehicles and equipment that have auxiliary engines/equipment that require repairs or maintenance, e.g., a truck with an auxiliary refrigeration unit, etc. Repair time requirements are in effect, regardless of whether some or all of the work is sublet or subcontracted out. (See Paragraph 1.0 -(Subcontracting) of Exhibit A, Additional Terms and Conditions. Exceptions to these requirements, on a case-by-case basis, must be

authorized in writing by the County Project Manager, the County Supervising Contract Monitor, or their designees. Some exceptions that might be considered for extensions where the standard repair time requirement is three (3) days, would be electronic instrument panel repair, vehicle manufacturer warranty repairs, and very specialized work such as tanker/boom certification, etc.

- O.2.c If the Contractor does not complete work within the allotted three to ten business days, as specified in this Agreement, or receive a time extension from the County Project Manager, the County Supervising Contract Monitor, or their designees, it will be assumed as approval for County to repair the vehicle or obtain repairs from outside vendor repair facilities. The County shall be reimbursed by the Contractor at an area average hourly rate, as determined by the County Project Manager, for labor inclusive of transportation, and the outside vendor's invoiced cost for parts. The reimbursement shall be credited to the Invoice as determined by the County Project Manager and/or Director.
- O.2.d In those instances wherein the County Project Manager determines the repair estimate to be excessive/inappropriate, or workmanship has failed to meet Agreement standards, the County Project Manager may, at his/her discretion, send the vehicle to outside vendors for estimates and/or repairs. The County shall be reimbursed by the Contractor at an area average hourly rate for labor inclusive of transportation and parts replaced one for one, as determined by the County Project Manager.
- O.2.e There may be certain types of work requested by the Department under either the Fixed Price or Fee-for-Service portion of this Agreement, that an outside repair shop and/or vendor can do more cost-effectively or in a more timely manner. Under these circumstances, the County Project Manager may, at his/her discretion, request that the work be performed by the outside vendor, and that the Contractor pay the outside vendor directly. Outside vendor parts and labor shall be billed directly to and paid for by Contractor. If the Contractor fails to immediately pay the vendor bill, the County Project Manager will, at his/her discretion, either deduct the amount or require a credit on the next Contractor monthly invoice, either method to include a six percent (6%) administrative fee to County. County would then pay outside vendor and issue an appropriate Contract Discrepancy Report, to be followed with appropriate liquidated damages, at County Project Director's discretion.
- O.2.f Contractor and County agree that Motor Labor Guide and/or the All Data System will be the labor and time standard for all mechanical repairs under this Agreement, with the exception of Preventive Maintenance and required inspections, most of which are listed in Attachment 4, Preventative Maintenance, Labor Times and Vehicle

Classifications. Those not listed shall be subject to negotiated times between County and Contractor, and approval of County Project Manager and/or his/her designee. The labor time allowance for mechanical repairs shall be referenced to and shall not exceed the Motor Labor Guide/All Data System. The most up-to-date Motor Labor Guide manual and/or the All Data System Updates available, that is applicable to the year, make, and model of the vehicle, shall take precedence. Under the Fixed Price portion of the Agreement, the Contractor is responsible for acquiring the most up-to-date Motor Labor Guide manuals and All Data System updates for the five (5) computers currently utilizing the program, as soon as they are available. As in the Parts and Time Guide, the time allowance may be adjusted to compensate for variables that affect the repair time. Examples of variables could be factory installed equipment, County/Contractor installed equipment, special built equipment, special modification to the equipment, and severely rusted fasteners or fittings. Time allowances for vehicles and equipment not covered by an appropriate Motor Labor Time Guide and/or the All Data System, are to be obtained from manufacturer's published data, or are to be estimated based on accepted industry practices. Time allowances for equipment and/or adjustments to the time allowances, not specifically covered in the appropriate Motor Labor Guide and/or the All Data System, must be approved by the County Project Manager, the County Supervising Contract Monitor, or their designees.

- O.2.g Contractor and County agree that Preventive Maintenance (PM) and Inspection Time Standards listed with the PM schedules in Attachment 4, Preventive Maintenance Schedules, Labor Times and Vehicle Classifications and used with the PM/Inspection instruction sheets in Attachment 5, Preventive Maintenance and Other Inspection Forms will be the work and labor time standard for all preventive maintenance and inspection work under this Agreement. Any Preventive Maintenance (PM) and Inspection Time Standards not covered in this Section must be approved by the County Project Manager, the County Supervising Contract Monitor, or their designees. Fee-for-Service category vehicles and types of repairs shall be invoiced at rates listed in Exhibit C, Pricing Sheet, and shall not exceed the Preventive Maintenance (PM) and Inspection Time Standards listed in Attachment 4, Preventive Maintenance Schedule, Labor Times and Vehicle Classifications.
- O.2.h The repair, invoicing, and labor time standards to be used for vehicle/equipment Minor and Major Accident and/or Body Repairs are specified in Section W W.

O.3 Quick Fix Repairs and Appointments

- O.3.a Contractor shall provide a Quick Fix turnaround of less than two (2) hours for items requiring one (1) hour or less to inspect, service, or repair as specified in Motor Labor Guide and/or the All Data System, or as established by the County Project Manager. Quick Fix shall also include tire repair or replacement, for up to two (2) passenger car or truck tires for trucks up to 10,000 Gross Vehicle Weight Rating (GVWR), at Department repair facilities or local vendor, as specified in Section O.1. Quick Fix service shall be provided when appropriate or when Department Fleet personnel and/or the vehicle operator requests it.
- O.3.b Contractor shall record Quick Fix repairs, and their associated cost in the Fleet Management Information System (MIS) ShopFax.
- O.3.c Contractor, at a minimum, shall provide daily vehicle service appointments at the Eastern Avenue Repair facility, STAR Center Repair facility, and the Pitchess Detention Center Repair facility. The service appointments will be for PM's, specific limited services and inspections, and recalls and/or campaigns that meet Quick Fix criteria. Contractor shall meet a turnaround time of no more than two (2) hours for appointment vehicles needing a Smog Inspection, specific limited services and inspections, recalls and/or campaigns that meet Quick Fix criteria. Contractor shall meet a turnaround time for PM's of no more than the PM Time Standard listed in Attachment 4, Preventative Maintenance Schedules, Labor Times and Vehicle Classifications plus one (1) hour. If additional work is required and approved by County Contract Monitors, Contractor shall contact driver immediately in order to determine the course of action to be taken. Contractor shall recommend to County the number of daily service appointments to be scheduled, by location, within thirty (30) days of the commencement of this Agreement. The final decision for the number of daily vehicle service appointments by location shall be the responsibility of the County Project Manager.
- O.3.d Quick Fix and Appointment repairs/services shall be performed at the same cost rates as other work and is included in the Fixed-Price or Fee-for-Service portion of the Agreement, appropriate to the vehicle classification and type of work.

O.4 Out of Service Rate Requirements - By Category

O.4.a. In Addition to the Minimum Staffing Levels required in Attachment 3, Repair Locations / Minimum Staffing Levels, and Section R below, Contractor shall assign personnel to stations/facilities in numbers

- appropriate to perform tasks within established time limits and to meet the Performance Standards required by this Agreement.
- O.4.b. The Out of Service rate shall be based on the following: Contractor will ensure repair orders are opened immediately in ShopFax when a vehicle is brought in for service, and closed within one hour of repair completion. The real-time status and out-of-service/availability status of vehicles is based on open/closed repair orders with current/correct Repair Reasons, and shall be accurate at all times.
- O.4.c. The Out of Service rate shall include all Fixed Price and Fee-for-Service vehicles/equipment in the Department fleet and associated task forces, active in-service units, that are out of service, less the exceptions listed in this Section. The general standard is five percent (5%) of vehicles down per Unit of Assignment (UOA). Contractor shall ensure that the "out-of-service" rate does not exceed the maximum number of vehicles and/or pieces of equipment allowed to be out-of-service for any of the Department Units of Assignment, and/or associated Task Forces, as specified for the (UOA) fleet sizes listed below. The maximum number of vehicles allowed down, by category, for Units of Assignment, based on the number of the specified types of assigned vehicles and/or pieces of equipment, are as follows:

EMERGENCY RESPONSE VEHICLES ("BLACK AND WHITE")

Equipment Types 1, 2, 19, and 22 (See Attachment 7 for Equipment Type Listing)

Number of Assigned Vehicles	Maximum Number of Vehicles Down
0 to 5 vehicles	N/A
6 to 15 vehicles	1
16 to 25 vehicles	2
26 to 35 vehicles	3
36 to 50 vehicles	4
51 to 60 vehicles	5
61 to 70 vehicles	6
71 to 80 vehicles	7 ·
81 to 90 vehicles	8
91 to 100 vehicles	9
101 to 110 vehicles	10
111 to 120 vehicles	11
121 to 130 vehicles	12

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NON-EMERGENCY RESPONSE VEHICLES

All Other Equipment Types Except For Types 1, 2, 19, 22, 30, 31, 34, 37, 99 (See Attachment 7 for Equipment Type Listing)

Number of Assigned Vehicles	Maximum Number of Vehicles Down		
0 to 4 vehicles	N/A		
5 to 7 vehicles	2		
8 to 43 vehicles	3		
44 to 56 vehicles	4		
57 to 68 vehicles	5		
69 to 81 vehicles	6		
82 to 93 vehicles	7		
94 to 106 vehicles	8		
107 to 118 vehicles	9		
119 to 131 vehicles	10		
132 to 143 vehicles	11		
144 to 156 vehicles	12		
157 to 168 vehicles	13		
169 to 181 vehicles	14		
182 to 193 vehicles	15		
194 to 206 vehicles	16		
207 to 218 vehicles	17		
219 to 231 vehicles	18		
232 to 243 vehicles	19		
244 to 256 vehicles	20		
257 to 269 vehicles	21		
270 to 281 vehicles	22		
282 to 293 vehicles	23		
294 to 306 vehicles	24		

PRISONER TRANSPORT BUSES

Equipment Types 30, 31, 34, and 37 (See Attachment 7 for Equipment Type Listing)

Number of Assigned Vehicles		Maximum Number of Vehicles Down
	5 vehicles 10 vehicles	N/A 1
	15 vehicles	1
16 to	20 vehicles	2
21 to	25 vehicles	2
26 to	30 vehicles	3
31 to	35 vehicles	3
36 to	40 vehicles	4

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46	to	50	vehicles	4
51	to	55	vehicles	5
56	to	60	vehicles	5
61	to	65	vehicles	6
66	to	70	vehicles	6
71	to	75	vehicles	7
76	to	80	vehicles	7
81	to	85	vehicles	8
86	to	90	vehicles	8
91	to	95	vehicles	9
96	to	100	vehicles	9
101	to	105	vehicles	10
106	to	110	vehicles	10
111	to	115	vehicles	11
116	to	120	vehicles	11
121	to	125	vehicles	12

The following vehicles/equipment will not be included in the Out of Service rate, as calculated for Agreement compliance:

- O.4.c.1. Vehicles for which Contractor is waiting decision from Department relative to recommending disposal (uneconomical to repair).
- O.4.c.2. Out of Service vehicles under Department control
- O.4.c.3. Vehicles that are <u>waiting</u> for PM services only, yet are otherwise fully operational and are physically at repair locations, i.e. station repair locations, that are the same as the vehicle's Unit of Assignment. This does not include repair locations other than Department stations, unless specifically authorized by the County Project Manager or his/her designee, on a case-by-case basis.
- O.4.c.4. Vehicles Out of Service due to accident or Manufacturer's recall.
- O.4.c.5. Vehicles Out of Service with a repair time extension Approved by the County Project Manager, the County Supervising Contract Monitor, or their designee.
- O.4.d. Contractor shall monitor the "out-of-service" rate by Unit of Assignment, and shall provide County Project Manager with a daily report, using the Cognos program, to pull information from ShopFax, unless otherwise specified by the County Project Manager. The report shall include

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information by the categories of Emergency Response Vehicles, Non-Emergency Response Vehicles, Prisoner Transport Buses, and Motorcycles. The report shall include the total number of vehicles assigned by Unit of Assignment, by category, the total number and percentage of vehicles out of service, the maximum number of vehicles allowed out of service by Unit of Assignment, by category, in accordance with the Unit of Assignment (UOA) fleet sizes listed above in Section 0.4.c, the number and percentage of vehicles out of service for Agreement compliance, and the number of vehicles out of service not included in the Agreement percentage of vehicles out of service, in accordance with the exceptions listed above in Section O.4.c. All Units of Assignment (UOA) that exceed the maximum number of vehicles/equipment allowed to be out-of-service, by category, during the month, shall be highlighted on the report. See Section II - Daily Report. The report information shall be as of 2:30 P.M. each day, and shall be delivered to the County Project Manager and his/her designees no later than 3:30 P.M. that same day.

- O.4.e. Contractor shall supply the same report and information specified in Section O.4.d., either manually or otherwise, should the Fleet Management Information System ShopFax, fail to operate correctly. Some of this information may be obtained from daily "yard checks" conducted by Contractor. In special circumstances, the County Project Manager, the County Supervising Contract Monitor, or their designee may authorize Contractor to provide a condensed report of this information for a limited amount of time, on a case-by-case basis.
- O.4.f. Contractor shall immediately apply significant overtime and/or additional staff to the repair of vehicles assigned to Units of Assignment and categories that exceed the maximum number of vehicles allowed out of service. The overtime and/or additional assigned staff shall continue until the number of vehicles out of service is reduced to no more than the maximum number allowed. The number of Units of Assignment, number of vehicles assigned to Units of Assignment, stations, and/or the repair locations listed in this Statement of Work Attachment 2, Department Repair Locations, are expected to change during the life of this Agreement.
- O.4.g. Contractor shall, initially, conduct physical "yard checks" on the first business day of each week, be it Monday or Tuesday, at the Eastern Avenue, Pitchess Detention Center, Century, and STAR repair facilities. As the program is evaluated by Contractor and County, the "yardcheck may also be required, as determined by the County Project Manager, to be done every Thursday (excluding holidays). Contractor shall indicate location of vehicle (parking stall number, in shop, at vendor, etc.), designate those under Contractor control with a repair order open.

Contractor shall determine the status of the remaining vehicles that do not have a repair order, open a repair order for those that should have one open, and provide a list of the remaining vehicles to designated Department personnel indicating the Unit of Assignment, and when the last repair order was closed for each of the vehicles at that repair facility (to include any pertinent notes). Initially, this will most likely need to be done manually, then using an Excel spreadsheet. However, it should help to locate "lost vehicles". Eventually, when and where possible. Contractor will download the information into ShopFax, in an effort to eventually get an electronic "yard check" ability. Contractor shall provide the entire list to the County Project Manager, or his/her designee no later than 3:00 P.M. on each "yard check" day. County Project Manager retains the right to increase or decrease the information gathered and provided in the "yard check" reports, as well as increase or decrease the frequency and/or repair locations required to provide the report, dependent upon the Contractor's performance in accurately tracking the Department's vehicles out of service. Any changes to this provision shall be approved, in writing, by the County Project Manager.

O.5 Rework/Preventive Maintenance/Quality Control Comebacks

O.5.a A mechanical comeback/rework is defined as any repair that is required to correct the same noted mechanical/electrical system deficiency within 180 days, 9,000 miles or 50 hours (off-highway) of repair completion, whichever occurs first. A paint/body rework is defined as any repair that is required to correct previously performed paint/body repairs within the following time frames:

O.5.a.1	discoloration/fading of paint	2 years
O.5.a.2	flaking/peeling/cracking of paint	5 years
O.5.a.3	body/frame repair	lifetime of vehicle

- O.5.b. Preventive Maintenance / Quality Control comebacks are those maintenance or repair items not identified and/or repaired while a vehicle is in a repair facility for a PM, as specified in Section S.3, or receives a 16-point inspection, as specified in Section S.6, in accordance with Quality Control/Agreement Compliance, Section G.1. Service or repair exceptions authorized not to be performed by the County Project Manager, the County Supervising Contract Monitor, or their designees and documented on the repair order, are not considered reworks/comebacks.
- O.5.c. Reworks, Preventive Maintenance, and Quality Control comebacks apply to both scheduled and unscheduled repairs, Fixed-Price and Feefor-Service repairs.

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- O.5.d. Contractor shall run a minimum of a 180 day, 9,000 mile or 50 hour (off-highway) repair history review in ShopFax for each vehicle or piece of equipment when opening a repair order, in order to determine if needed repairs are comebacks/reworks, if there is deferred work listed for the vehicle, and to ascertain the appropriate PM, recalls, or campaigns that are required for the vehicle and/or equipment. This information is obtainable from the ShopFax system, when the appropriate data is entered and the system is properly maintained.
- O.5.e. Contractor shall incur all expenses, including transportation, for comeback/rework repairs, whether the repairs fall under Fixed Price or the Fee-for-Service category.
- O.5.f. Contractor shall begin corrective work for mechanical reworks/comebacks within 4 hours of notification, and shall complete corrective work in a time period not to exceed two (2) business days from notification. Contractor shall complete corrective work for paint/body reworks/comebacks within five (5) business days. Corrective work shall have the same requirements as the original repair.
- O.5.g. Contractor shall not exceed a three percent (3%) comeback/rework rate overall, and by the repair location, where the original work was done, for all repairs.
- O.5.h. Contractor shall report its comeback/rework percentage overall, and by the repair location where the original work was done, in the Monthly Report.
- O.5.i. In the incident of second or subsequent comebacks/rework for the same problem, Contractor shall be held financially responsible for down-time compensation, either as a credit or invoice deduction, at a rate not to exceed the Contractor's mechanical labor rate for similar type vehicles/equipment, as determined by the County Project Director. Additionally, the County Project Manager may, at his/her discretion, outsource the vehicle for repair and Contractor will be held responsible for payment of such out-sourced repair. The County shall be reimbursed by the Contractor for the repair, inclusive of transportation, as determined by the County Project Manager.

O.6 Inspection Record Requirements

Contractor must retain a <u>signed original or documented copy of all completed</u> <u>mandated inspections</u> for five years after disposal of Department vehicles. This includes but is not limited to the following;

- a) New Vehicle Preparation Inspection as per Section X.2
- b) Preparation for Auction Inspection (when vehicle is going to auction).
- c) Tanker Inspection and Certification
- d) Aerial Boom Truck Inspection
- e) 08 Bus Safety Inspection
- f) 08 Van Safety Inspection
- g) 08 Truck and Tractor Safety Inspection (BIT Required)
- h) 08 TLR, Trailer Safety Inspection (BIT Required)
- i) Compressed Natural Gas (CNG) Fuel Container (cylinder) Inspection
- j) Smoke Opacity Inspection (Heavy Diesel Vehicles)
- k) 16 point Vehicle Safety Inspection
- I) Going Out-of-Service Inspection as per Section BB.1
- m) Biennial and Change of Ownership Smog Inspections

Originals will be retained and secured by Contractor at the facility where the repair order was processed; copies will be provided to Department personnel as requested. Contractor must obtain authorization, in writing, from the County Project Manager or his/her designees, in order to change the above required procedure. See Paragraph 42.0 of Exhibit A, Additional Terms and Conditions.

O.7 Contractor Transition Requirements

O.7.a. Contractor shall begin the Agreement start-up process immediately upon Board approval and continuing through the balance of the current month, plus sixty (60) days, unless a shorter or longer time period is approved by the County Project Manager. Contractor shall coordinate with the outgoing Contractor in all matters relating to this Agreement in order to ensure a seamless transition. Contractor shall also address the start-up necessities for this Agreement in a timely fashion, and in a manner so as not to negatively impact the existing Contractor's operation, nor impede the fleet maintenance service provided to the Department. Incoming Contractor will be provided with office space at the Eastern Avenue facility during this

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transition period.

- O.7.b. Some of the areas to be addressed by Contractor for Agreement start-up include, but are not limited to those listed below:
 - O.7.b.1. All potential employee hires will need to be interviewed, employment offers made, and insurance/workman's compensation arranged. Interviews can be conducted after hours or on weekends. Employees hired from the outgoing Contractor's staff will not be required to have another background check conducted. New hire employees not working for the outgoing Contractor will be required to go through Department background check at no cost to the Contractor.
 - O.7.b.2. Arrange and provide uniforms and Identification badges for employees. Outgoing Contractor to collect and destroy their employee Identification badges.
 - O.7.b.3. Contractor shall coordinate with the outgoing Contractor to ensure a smooth transition with parts and part suppliers to ensure no interruption in County service. Some options are as follows:
 - a. Incoming Contractor and outgoing Contractor could inventory the current parts, tires, and petroleum products on hand, and incoming Contractor could purchase all or most of the current inventory at fair market value. Incoming Contractor could choose to contract with outgoing Contractors' parts vendor for a period of time, possibly six (6) months, to ensure continuity of service, or bring in their own parts supplier to transition with the prior vendor, preferably on the weekend before the start of the new Agreement.
 - b. Incoming Contractor will need to establish vendors to dispose of hazardous waste, to include coolant, oil, trans oil, filters, paint, paint filters, used tires, etc.
 - c. Incoming CONTRACTOR will need to establish towing and road service - these services must not be interrupted. Incoming CONTRACTOR may wish to negotiate a contract with the tow provider servicing the outgoing CONTRACTOR.
 - d. Incoming Contractor will need to visit all the repair

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locations to become familiar with and identify capabilities of each shop and the equipment/tools on hand. Incoming Contractor will also need to set-up their office computers, fax machines, accounts payable and payroll apparatus,

- e. Incoming Contractor will need to familiarize personnel with the County procedures and requirements for vehicle outfitting, preparation for disposal, cannibalization, vehicle licensing, etc. Incoming Contractor will also need to familiarize their personnel with ShopFax, the Fleet Management Information System, and the procedures required for accurate information input/tracking. This includes the system administrators, all mechanics, and all administration personnel.
- f. Incoming Contractor will need to ensure they obtain all permits and licenses, both as a business and for their personnel, such as paint spray booths, smog machine, hazardous materials, safety, operating permits, environmental requirements, and government/BAR/ASE smog and brake certifications.

P. REPLACE VERSUS REPAIR RECOMMENDATIONS

Contractor shall make replace versus repair recommendations when a vehicle is over the specified mileage range <u>and</u> requires repairs that exceed the amount listed in the Department general guidelines or when Contractor believes the vehicle is uneconomical or unsafe to repair. Replace versus repair analysis should include, but not be limited to:

- a. Repair estimate
- b. Equipment replacement cycles, in accordance with Department policies
- c. Equipment condition
- d. Equipment life-cycle cost
- e. Current Kelly Blue Book value of vehicle/equipment (or County acceptable alternative if not available in Kelly Blue Book).

Each vehicle is evaluated on a case-by-case basis using the following Department general guidelines:

Vehicle Type	Mileag	e Range		Repair Costs
Black & White sedans	Over Over	90,000 100,000	and and	Exceeds \$1500 Exceeds \$750
Solid sedans (police package) All other sedans	Over Over Over	100,000 110,000 90,000	and and and	Exceeds \$1500 Exceeds \$ 750 Exceeds \$1500
Trucks, Vans, 4 x 4's	Over	150,000	and	Exceeds \$1500
Buses (45 - 70 passenger)	Over	800,000	and	Exceeds \$20,000
Motorcycles (patrol)	Over	80,000	and	Exceeds \$2000

Specialty trucks, vans, etc. mileage and repair costs based on reasonable fleet practices for vehicle type, condition, and use <u>as determined by County Project Manager.</u>

Certain repair costs used in determining whether to repair or replace a vehicle or piece of equipment may not be considered if those costs are due to a lack of timely repairs, recalls, and/or maintenance that Contractor should have performed during scheduled services and/or non-scheduled visits to Contractor-operated repair facilities. However, while separate, all costs should be included in the disposal recommendation estimate.

In special situations, some Fixed Price vehicles may be transferred to a Fee-for-Service category when vehicles exceed the Department Replacement Guidelines and are determined to be uneconomical to repair, or for other reasons, as determined by the County Project Manager. The final decision to replace, repair, or assign a vehicle to any Agreement repair billing category will be the sole responsibility of the County Project Manager, or his/her designee.

Q VEHICLE ABUSE

Q.1 Contractor shall immediately advise the County Project Manager or his/her designee, whenever a vehicle is suspected of abuse by the user, i.e. damage in excess of normal wear and tear for severe duty and/or police vehicles, or when a particular vehicle incurs excessive or an unusual number of repairs. Reports of suspected abuse must be validated by the County Project Manager or his/her designee.

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- Q.2 Contractor shall identify repairs caused by suspected vehicle abuse and shall, upon approval of the County Project Manager, record such abuse in the Fleet Management Information System ShopFax.
- Q.3 Repairs required due to vehicle abuse and approved by County Project Manager shall be billed Fee-for-Service, at rates specified in this Agreement.

R FLEET MANAGEMENT INFORMATION SYSTEM (MIS) REQUIREMENTS

R.1 Fleet Management Information System Administration

- R.1.a. Contractor shall operate, maintain, and provide support and supplies for ShopFax, the Fleet Management Information System utilized by Contractor and the Department. ShopFax is a permanent, detailed automated record system that provides a basis for fleet management and provides detailed maintenance and operating information for the Department and Contractor. It shall be Contractor's responsibility to maintain and repair the system hardware and software. keep all terminals and access points supplied with paper, and ink cartridges for either dot matrix, ink jet, or laser jet printers, appropriate to the individual printers at each access point. Contractor shall maintain a minimum of one (1) each fully operational necessary spare part for the ShopFax system, in order to in minimize any ShopFax terminal and/or system downtime, to include but not limited to scanners, keyboards, Y60 dumb terminals and/or appropriate replacement computer terminals with Smart Term software, cabling, routers (Monofrad (single terminal) and Etherfrad (multiple terminal), printers to fit all shop locations/ Department access locations (excluding 1104 Eastern Contract Monitors office), keep all terminals and access points supplied with paper, and all ink cartridges/drums for either dot matrix, ink jet, or laser jet printers, appropriate to the individual printers at each access point, tools, and/or software in stock at the Eastern Avenue facility. Contractor shall make every effort to expedite to repair and/or replace any inoperative shopFax location. Contractor shall also be responsible to update the system software, as updates become available, and as needed. There are currently fifty-one (51) ShopFax user licenses and fifty-nine (59) access points. Thirteen (13) are Department utilized access points (6 terminals and 7 PC's), and forty-six (46) are Contractor utilized access points (29 terminals and 17 PC's). All of the currently operated repair locations, with the exception of the Catalina Island location, are connected with ShopFax, and have one or more terminals, monitors, and printers.
- R.1.b. Contractor shall ensure that the Information Technology System Administrator and the Assistant Information Technology System

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Administrator are knowledgeable in Cognos Ad-Hoc report writing. Contractor shall maintain and operate the software, ODBC Drivers, and supply support, as needed, and provide training to County personnel for the two (2) Cognos Ad-Hoc report writer/computers connected to ShopFax; the report writers approved by World Information Systems, Inc. for use with the system. In addition to training, maintenance, support, and operation, Contractor shall provide Cognos reports as requested by County Project Manager, County Supervising Contract Monitor, or their designees, within the time frames requested by these personnel.

- Contractor shall, at a minimum, provide a qualified on-site Information R.1.c. Technology System Administrator and an Assistant Information Technology System Administrator, both experienced in supporting a Management Information System (MIS) similar to ShopFax, and with similar requirements. Both the System Administrator and the Assistant Information Technology System Administrator shall each have a minimum of five (5) days initial training by World Information Systems, Inc. in the operation of ShopFax. This training shall include, but not be limited to, full function administrative capabilities. Contractor shall send either the Information Technology System Administrator or the Assistant Information Technology System Administrator to the annual ShopFax Users Conference at World Information System's, Inc. home office in North Carolina - usually two or three days on-site, plus travel. Both the Information Technology System Administrator and the Assistant Information Technology System Administrator shall also be proficient with the Cognos Report Writer, Excel/QuattroPro spreadsheets, Word/WordPerfect word processing programs, and have a working knowledge of FoxPro (the basic Fuel Force program).
- The Information Technology System Administrator and the Assistant R.1.d. Information Technology System Administrator shall each dedicate a minimum of forty (40) hours a week to the operation, report writing, hardware/software maintenance and repair, for the Fleet Management Information System (ShopFax), the Cognos Report Writer, the All-Data Systems, the CCC Crash Estimating System, Corel WordPerfect for word processing, Quattro Pro for spreadsheets, and Paradox for data base on Contractor computers, and performing data downloads from the Department Fuel Force System. Information Technology System Administrators shall provide expansion of the Fleet Management Information System (ShopFax) as needed or requested by County. The dedicated forty (40) hours per week for the System Administrators includes time-off for approved vacation, sick time, and other normal employee time-off entitlements. Contractor shall provide a full-time, qualified replacement for either the Information Technology System Administrator or the Assistant Information Technology System Administrator for each day, if and/or when, either individual exceeds a

total of thirty (30) business days of absence during an Agreement year. Any exceptions must be approved, in writing, by the County Project Manager.

- The Information Technology System Administrator and the Assistant R.1.e. Information Technology System Administrator shall provide fleet maintenance reports, fuel reports, assistance, and ShopFax/Fuel Force training when requested by representatives of the Department. Requested reports shall be provided within one (1) business day or sooner from ShopFax or Cognos for reports already available, and in no more than three (3) business days for custom Cognos reports when new programing is required, as requested by County Project Manager, the County Supervising Contract Monitor, or their designees. Both the Information Technology System Administrator and the Assistant Information Technology System Administrator shall, at all times, have full knowledge of all system functions, procedures, and on-going projects. The Contractor's Project Director, in association with the System Administrators and ShopFax support vendor, shall coordinate with and provide information to the County Project Manager, the County Supervising Contract Monitor, and their designee on all aspects of the system, data entry, reports, and procedures relating to ShopFax/fleet management and maintenance issues.
- R.1.f. The Information Technology System Administrator and the Assistant Information Technology System Administrator shall modify the ShopFax system, provide and/or modify all reports and data layout, as required by the County Project Manager or his/her designee, as deemed appropriate for the Information Technology System Administrator level by the County Project Manager.
- Either the Information Technology System Administrator or the R.1.g. Assistant Information Technology System Administrator shall be available on-site at the Eastern Avenue facility between 7:00 a.m. and 3:30 p.m. The other System Administrator may be performing other duties directly related to ShopFax, Cognos, Fuel Force, or other computer systems, etc., and/or servicing Department sites other than the Eastern Avenue repair facility, as directed by Contractor management. Any exception must be approved by County Project Manager, County Supervising Monitor, or their designee. Both the Information Technology System Administrator or the Assistant Information Technology System Administrator shall work, at a minimum, normal daytime business hours, covering the Eastern Avenue shift listed above, Monday through Friday, except County recognized holidays as listed in Section H.2. Exceptions must be approved by County Project Manager, County Supervising Monitor, or their designee.

R.2. Operation Of The Fleet Management Information System

- R.2.a Contractor shall provide maintenance, software, hardware, and technical support for the ShopFax system, and ensure that the system operates up to its full capabilities. Contractor shall also purchase and provide on-going system support for the ShopFax System, to include support from World Information Systems, Inc, Universe, IBM, and associated software/hardware vendors.
- R.2.b. Contractor shall provide support for the system's operational procedures as well as the technical administrative, data entry, and reporting functions, to include but not limited to the items listed:
 - 1. Vehicle/equipment identification number (VIN)
 - 2. Vehicle/equipment depreciation status
 - 3. Vehicle/equipment cost per mile/hour/gallon
 - 4. Vehicle/equipment class cost per mile/hour/gallon
 - 5. Vehicle/equipment utilization
 - 6. In-service date
 - 7. Acceptance date by department
 - 8. Purchase Order numbers to include tracking
 - Vehicle/equipment odometer/hour meter reading, taken directly from vehicle/equipment odometer/hour meter, for each repair order; corrections are to be made by the Information Technology System Administrators, as required.
 - 10. Vehicle/equipment license number
 - 11. Interfacing with an automated fueling system currently Fuel Force. Support interface procedure/module for Department fuel system and download odometer readings to ShopFax <u>each</u> <u>business day</u>, directly or by diskette. Contractor shall obtain fueling data disks from all County Fuel Force systems, including, but not limited to, Internal Services Department, Public Works Department, and the Department, that contain vehicle/equipment and odometer/hour meter readings, as directed by the County Project Manager. When available, Contractor shall download Internal Services Department and Department of Public Works information into ShopFax, at a

minimum of a twice-weekly basis. Out-of-range mileage data filters are to continue to be used and monitored to preclude inaccurate mileage data from corrupting ShopFax information pertaining to Preventive Maintenance schedules, etc. Changes to the parameters of those filters must be approved by the County Project Manager, County Supervising Monitor, or their designee. The Department fuel system manual data downloading may be discontinued if, and when, an automated or direct interface module is developed and becomes fully functional, and is approved by the County Project Manager.

- Downloading data to Excel, Data Base systems, Quattro Pro, and Paradox, as needed by Contractor or required by County.
- 13. Mechanical direct versus indirect labor percentage
- 14. Detail and summary listing of vehicle work orders
- 15. Details of road calls (breakdown field services as per Section T.4 of the Statement of Work).
- 16. Detail of sublet work
- 17. Scheduling preventive maintenance and inspections by:
 - a. vehicle/equipment unit
 - b. vehicle assigned location, to include unit of assignment and repair location assignments.
 - c. vehicle/equipment number
 - d. number of days, weeks, months, year
 - e. usage, e.g. miles, hours, or gallons of fuel used
 - f. vehicle/equipment type or classification
- 18. Exception reports for vehicles/equipment that are due or late for preventive maintenance, recalls, or inspections
- 19. Exception reports for vehicles/equipment that incur excessive repair and/or preventive maintenance costs.
- 20. Availability as established by departmental unit, assigned repair location, and repair location

- 21. Tracking labor and vehicle/equipment performance against established standards or benchmarks
- 22. Providing "real-time" status of all out-of-service vehicles/equipment indicating, at a minimum:
 - a. out-of-service category and status to include Repair Reasons such as Rework/Comeback, Quick Fix, Breakdown, PM, Driver's Report, Waiting Decision, Manufacturer's Recall, Accident (DTA), etc.
 - b. out-of-service date and time
 - c. estimated available date and time
 - d. out-of-service condition reason, e.g. breakdown/overheat, PM, etc
 - e. estimated cost of repair
 - f. warranty status of repair verified through ShopFax information
- 23. Tracking accident repairs and reports
- 24. Identifying warranties for vehicles, equipment, and parts, and tracking the status of claims and reimbursements
- 25. Printing both flat-rate and actual repair time on vehicle/equipment work orders, as required
- 26. Recording oil sample analysis, and reporting results
- 27. Identifying and implementing manufacturer's recalls for vehicles, equipment, and parts; tracking the status of unit notifications, completions, and non-completions
- 28. Managing the complete repair parts inventory by manufacturer, part number, description, VMRS code, part cost, usage, and usage rate history.
- 29. All Contractor / Department fleet related activities shall be recorded in "real- time" at each repair site. This shall include but not be limited to out-of-service vehicles/equipment, repairs, PM's, parts, labor, warranties, and recalls.

- 30. All service/repair work shall be entered into the ShopFax system by the Contractor's appropriate site employee. All information shall be included in the ShopFax primary Fleet Management and Maintenance System headquartered at the Eastern Avenue Complex.
- 31. Utilizing the bar coding feature to expedite shop operations and yard checks, and utilizing the vehicle replacement module, vehicle high mileage reports, and under-utilized vehicle reports to assist the Department in the budgeting of replacements based on established replacement cycles, vehicle/equipment utilization, and vehicle cost per mile (CPM).
- 32. Utilizing the bar coding feature to create bar code labels for labor and other operations, as well creating bar code labels for Department vehicles and equipment to expedite yard checks, shop operations, etc.
- 33. Fleet management and maintenance reports as determined by County Project Manager, the County Supervising Contract Monitor, or their designees.
- 34. Tracking vehicle/equipment expenditures and repairs by non-agreement/outside vendors or Department in the vehicle repair history.
- 35. Managing the complete cannibalized repair parts inventory by manufacturer, part number, description, VMRS code, part value/cost, usage, and usage rate history (includes bar coding parts).
- 36. Providing full ShopFax system support, as directed by the County Project Manager, for the repair and maintenance of the Department boats as performed by Department employees. This includes, but is not limited to, Preventive Maintenance, PM instruction sheets/schedules, repair orders, repair history, labor hours/costs, parts inventory/usage, vendor repairs, training for Department employees and reports. Boat repair information shall be kept separate from the fleet Contractor information.
- 37. Providing full ShopFax system support, if and when requested by the County Project Manager, to include training for Department employees, reports for the inventory and assignment of the Department communication equipment, as

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input by Department employees. This includes, but is not limited to, radios, Mobile Digital Terminals, Mobile Digital Computers, Lojack units, trackers, and GPS units. Data includes, but is not limited to year, make, model, serial number, equipment type, description and vehicle location where installed. Communication equipment information shall be kept separate from the fleet and Contractor information.

R.3. Fleet Management Information System Procedures

- R.3.a. Contractor shall provide ten (10) copies of ShopFax procedure manuals to County personnel, appropriate for the operation of the Department ShopFax system, within ninety (90) calendar days of the commencement of this Agreement. These manuals shall include procedures for running reports, opening/closing repair orders, input of parts, components, and labor, how vendor parts, labor, and costs are input and reported on, performing yard checks, etc., as determined by the County Project Manager, or his/her designee.

 Additions/replacements shall be supplied as requested and revisions supplied as changes occur.
- R.3.b. Contractor shall ensure repair orders are opened immediately when a vehicle is brought in for service, and closed within one hour of repair completion. The real-time status and out-of-service/availability of vehicles is based on open/closed repair orders with current/correct Repair Reasons, and shall be accurate at all times. All labor times are to be entered into ShopFax using either a barcode wanding device and/or a scanner, so as to facilitate "real time". The keyboards are to be used for parts and the other data entry required. Keyboards may be used for a temporary short term period in the event of failure of the wanding device and/or scanner at a particular repair location.
- R.3.c. Contractor is not required to open repair orders for vehicles that are waiting for PM service, yet are otherwise fully operational (no repairs needed), and are physically at a station repair location that is the same as the vehicle's Unit of Assignment. For example, a vehicle whose Unit of Assignment is Walnut and is waiting for a PM with no repairs needed, and is at the Walnut Station Repair Facility. This does not include repair locations other than Department stations, unless specifically authorized by the County Project Manager, the County Supervising Contract Monitor, or their designees, on a case-by-case basis.
- R.3.d. Contractor shall ensure that all work performed, parts issued and authorizations given under this Agreement, is accurately input into the ShopFax system. This includes, but is not limited to, information input

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into the proper County-approved categories, part numbers, quantities, and written instructions and/or comments input with correct English grammar/spelling.

- Contractor shall ensure that the "ShopFax Repair Order" is configured R.3.e. to be a stand-alone document that clearly and accurately reflects the work requested, repairs performed, parts, and repair authorizations where needed. The requested work and/or service, to include vehicle operation complaints shall be entered in the "Instruction" field of the repair order, and identified as coming from the driver, or responsible party, and was provided verbally or from a written "Vehicle Condition Report" (Beef Sheet). The first and last name of the driver or responsible party requesting the work shall be entered in the "Driver I.D." field, and that person's callback number entered in the "Driver VCR" field. The repair order shall contain information corresponding to what is commonly referred to as the Three (3) "C's", i.e. Complaint, Cause, and Correction. The repair order shall also comply with all the requirements of this Agreement, to include, but not be limited to, Feefor-Service approvals, the name and phone number of the person who directed specific work be "deferred", explanations why certain repairs weren't completed, scheduled date of the vehicle's return for the deferred repairs, etc. These procedures are to be followed unless otherwise directed by the County Project Manager or his/her designee.
- R.3.f. Contractor shall perform all data entry for the ShopFax system, except for data entry that Department personnel may elect to do, as specified and approved by the County Project Manager. Contractor may be required to input new vehicle acquisitions into ShopFax, e.g. new purchases, auction purchases, donations, bailments. It is expected that most new vehicle acquisitions will be input into ShopFax by Department personnel who have been trained by Contractor. Data entry shall include all detailed equipment specifications available at time of entry, and shall be input into the Domicile assignment and Customer number categories as specified. Contractor shall train all Department personnel to perform data entry for the ShopFax system, as requested by the County Project Manager.
- R.3.g. Contractor shall perform "Scanned Error" review for the ShopFax system daily and make the necessary corrections immediately, in accordance with the process approved by World Information Systems, Inc. and County Project Manager. No "scanned errors" will be "dumped" without written authorization from the County Project Manager, the County Supervising Contract Monitor, or their designee.
- R.3.h. Contractor shall perform a review of "Deferred Work" in the ShopFax system on a bi-weekly basis. Contractor shall contact vehicle users for

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work that is overdue or that needs to be scheduled. "Deferred Work" that is still listed but has already been completed shall be "cleared " from the system. Contractor shall advise Supervising Contract Monitor and/or his designees when users fail to bring in vehicles for the "Deferred Work" on schedule.

- R.3.i. Contractor parts inventory, usage, and VMRS coding shall be kept current and accurate in ShopFax at all locations at all times. See Section G also Quality Control/Agreement Compliance.
- The make-up of this Agreement's Fixed Price groups is different from R.3.j the previous Agreement, as are some of the vehicle and equipment assignments to either Fixed Price or Fee-for-Service categories and Customer Numbers. Contractor shall perform an initial fleet reconfiguration in ShopFax, the Fleet Management Information System, of the vehicles/equipment assigned to Fixed Price and Fee-for-Service categories/Customer Numbers, as well as the equipment types assigned to the three (3) Fixed Price groups, in order to match them up with the pricing matrix of this Agreement. Also, see Section FF of this Statement of Work. It is critical that this be done correctly in order for Contractor billing to be accurate. The 4,216 Fixed Price units and 416 Fee-for-Service units, as shown on Attachment 1, Attachment 1A, and the RFP Base Fleet Size Disk that are still "in-service", shall be reassigned in ShopFax from the current Agreement assignments to their category and Customer number specified on the RFP Base Fleet Size Disk. The reconfiguration to support the new Agreement shall also be done to the programming appropriate to the Cognos reports - this will have an immediate effect on the accuracy of the Daily Out-of-Service Report, among others. In addition, an initial fleet size adjustment from the RFP Base Fleet Size of 4,216 Fixed Price units and 416 Fee-for-Service units will be made by Contractor to bring the fleet size and configuration current, taking into account the additions and deletions to the fleet since the RFP Base Fleet Size Disk was created in February, 2006. The reconfiguration and initial fleet size adjustment shall be made by Contractor within the first five (5) business days of the commencement of this Agreement, and shall be effective as of the first day of the Agreement, as approved by County Project Manager.
- R.3.k Contractor shall ensure that fleet MIS (ShopFax) users experience less than 20 business hours of system downtime per year and less than 20 business hours terminal downtime per year. No ShopFax system work that may have a negative impact on Contractor production, report accuracy, ability for County and/or Contractor personnel to monitor or otherwise run ShopFax and/or Cognos reports, shall be done during normal work hours, unless work is of an emergency and/or critical

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nature, as determined and specifically approved by the County Project Manager, the County Supervising Contract Monitor, or their designees. Fleet MIS downtime documented to be because of telephone company line/relay failures and/or other circumstances beyond the control of Contractor, when approved by County Project Manager or his/her designee, shall not count against Contractor in either category.

R.4 Fleet Management Information System Expansion And Upgrades

- R.4.a. Contractor shall purchase, install, and maintain five (5) additional terminals with printers, upgrades, communication lines, and appropriate software/networking at Department service locations specified by the County Project Manager. See Section CC.2.g. and Attachment 6 Shop Equipment, of this Statement of Work. All ShopFax equipment shall be licensed in the name of the Department and will become property of the Department.
- R.4.b. Contractor shall perform a complete master record review and physical verification (inventory) of all vehicles and all Off-Highway equipment and trailers, that are Department in-service vehicles and equipment active in ShopFax and identified on the RFP Base Fleet Size Disk. This shall include, but not be limited to, capturing and verifying vehicle/equipment year, make, model, description, v.i.n., emergency or non-emergency classification, ShopFax equipment type and fleet codes, master record, and each vehicle's detailed equipment specs, as listed in Section R.4.a.2, and other vehicle/equipment information specified by County Project Manager. The data gathered will be reviewed and compared with hard files kept by the Department Fleet Management Unit, by Contractor, in order to ascertain complete and accurate information on all active in-service vehicles and equipment. Once compared and verified by Contractor, and as approved by the County Project Manager or his/her designee, Contractor shall correct and/or add the data for this equipment into the ShopFax System. Contractor shall create multiple barcode labels (minimum of 4 each) for all Department in-service vehicles and equipment active in ShopFax at the commencement of this Agreement, and as additional vehicles enter the active fleet, when requested by the County Project Manager. Barcode labels shall be weather resistant and shall be affixed to all vehicles, equipment, and boats. The barcoding project for the fleet shall be closely coordinated with, and as directed by the County Project Manager or his/her designee as to the locations of the barcodes on the vehicles and other equipment. The verification/inventory, all data entry, and physical bar-coding for all fleet in-service vehicles, equipment, and boats shall be completed by Contractor as directed by the County Project Manager.
- R.4.c. Contractor shall, in association with an expert VMRS coding company,

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verify the VMRS codes attached to all of all parts previously and currently used in the ShopFax system, re-code those not correctly coded, and properly code those parts that still are not coded. Contractor shall set up and/or inspect parts coding (VMRS) and recording capabilities, for all active parts currently in the Department ShopFax system, so that part descriptions print on all repair orders; and parts usage reports can be obtained by simple part description requests, e.g., heater core. Contractor shall ensure that personnel are thoroughly trained to accurately code new parts as they are added to the system throughout the life of the Agreement, or provide the service at Contractor expense. Contractor shall complete parts identification and reporting parameters to the system's full capability. This shall be completed within one hundred-eighty (180) calendar days of the commencement of this Agreement.

- R.4.d. Contractor shall make fully operational the ShopFax Repair Location to manage the complete cannibalized repair parts inventory by manufacturer, part number, description, VMRS code, part value/cost, usage, and usage rate history (includes bar coding parts, if required by the Department). Part numbers, price, and description are to be listed on repair orders.
- Contractor, in association with the ShopFax vendor, World Information R.4.e. Systems, Inc. and an expert VMRS coding company, as approved by County Project Manager, shall add to, change or make the ShopFax upgrades and modifications referred to in sub-paragraph R.4.h below. Those items expected to be provided by World Information Systems, Inc. are marked - World Information Systems, Inc. and those VMRS items are marked - expert VMRS coding company and Contractor. Contractor shall make all required payments to World Information Systems, Inc., and/or the approved expert VMRS coding company. These costs shall be covered under the Fixed Price portion of the Agreement and amortized over a twelve (12) month period, beginning at the time of commencement of this Agreement. The projected cost requirements for both the report changes, VMRS coding, and any Fuel Force work have been identified to be approximately fifty-eight thousand, five hundred dollars (\$58,500). Any costs for these report modifications, VMRS coding, and upgrades/modifications to ShopFax or the Fuel Force automated fuel system, as requested by County, that exceed the pre-established amount of fifty-eight thousand, five hundred dollars (\$58,500), shall be paid for by Contractor, and invoiced to County as Direct Purchase, at Contractor's actual cost with tax plus six percent (6%). These requirements must be completed within one hundred and eighty (180) days of the commencement of this Agreement, unless otherwise specified.

- R.4.f. Contractor shall review all Fleet codes and the coding procedures/guidelines within the first one hundred eighty (180) days of the agreement, review with County, and jointly determine if any changes need to be made.
- R.4.g. Contractor shall add or confirm availability of the following fields/designations, to include full reporting capabilities:
 - R.4.g.(1) Report by Fixed Price Groups; Equipment Inventory
 - **Group 1-** Non-emergency sedans, trucks, vans, and other vehicles with a GVW rating of 10,000 lbs. or less, and all on-road trailers.
 - Group 2 Emergency Patrol/Rescue sedans, trucks, and vans with a GVW rating of 10,000 lbs. or less, and On-road, Off-road motorcycles, and ATV's;
 - **Group 3** Trucks, buses, and other vehicles with a GVW rating of 10,001 lbs. or higher.

R.4.g.(2) - Contractor shall provide reports using the Detailed Equipment Specs in ShopFax, to include, but not be limited to the following specifications:

Unit number

Make

Model

Year

Color

Type

Driver

Engine Manufacturer

Engine size

Fuel type

Fuel capacity

Number of fuel tanks

GVW (gross vehicle weight rating)

Mileage

Key code

APWA code

Acquisition method

Purchase order number

Replaceable

RFF number (Remove from Fleet)

Replaced by
Type of drive
Lightbar
ICL (intersection clearance lights)
Siren
Warranty Status
Spotlight
Secure idle

Under cover lighting Special equipment

SCC radio (Department communications center)

Radio make Radio model

Radio serial number

MDC (mobile digital computer)

MDC Serial Number

MDT (mobile digital terminal)

Auxiliary Battery

K9 unit

Reefer number

Auxiliary equipment

Auxiliary equipment number

Auxiliary equipment type

Liftgate

PTO (power take off)

Winch

Cage

Rear seat

- R.4.h. Contractor shall create custom files, modify and/or add reports within one-hundred-eighty (180) calendar days of the commencement of this Agreement, using the appropriate vendor and employees as follows:
 - 1) Create a custom data file for the specific purpose of having regularly used data readily available for use by the Cognos Ad-Hoc reporting system. The purpose of this file is to allow a significant number of custom reports, for the most common requests, to be programmed and provided to County by Contractor much more quickly and cost effectively than having to request the software vendor to modify or create a hard-coded report. Contractor, County, and World Information Systems, Inc. will jointly decide the ultimate content of this custom data file, as approved by the County Project Manager, or his/her designee.- *World Information Systems, Inc.*
 - Modify Report REPAIR.HISTORY.LASD (Custom) summary to separate accident and other Fee-for-Service costs from maintenance and repair history. - World Information

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Systems, Inc.

- Add Customer Number Group and Location Group options (Domicile and Maintenance) to PM Due (PMS.DUE.REPORT-Custom), and PM Overdue (PMS.OVERDUE.REPORT-Custom), reports. - World Information Systems, Inc.
- 4) Add Customer Number Group and Location Group options (Domicile and Maintenance) to Campaign Over Due (TASK.REPORT*3 Custom), and Campaign Due (TASK.REPORT*2 Custom), reports. World Information Systems, Inc.
- 5) Modify Report Ro.IN.PROCESS (Custom). to include group options multi-value fields for 10> Repair Reason, and 11> Equip Type. *World Information Systems, Inc.*
- 6) Create Oil analysis report that lists vehicle, date, repair order, pass or fail, with <u>type-in</u> report period dates. **World Information Systems, Inc.**
- 7) PM Compliance Report Percent of vehicles/equipment receiving PM's during month when due/overdue while in shop when repair order was opened. Allow edit or selection capability to count, but exclude those from Compliance Percent with justification such as Quick Fix, etc. World Information Systems, Inc.
- 8) Campaign Compliance Report Percent having campaigns completed while in the shop for breakdown, repair, PM, and/or other reasons, not including Quick Fix repairs such as one tire, wiper blades, or other, as determined by County.

 World Information Systems, Inc.
- 9) Comeback Report Contractor to report the number of comebacks/ reworks and percentage of repair orders, by the repair location where the original work was done, and by the fleet overall in the Monthly Report. World Information Systems, Inc.
- 10) Modify Report VMRS History (EQUIPMENT.SYSTEM.HISTORY) to provide odometer reading instead of UTD. *World Information Systems, Inc.*
- 11) Modify Report REPAIR.SYSTEM.HISTORY. to include multivalue field for Systems *World Information Systems, Inc.*

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- 12) Review all VMRS parts codes in ShopFax. Correct and/or assign VMRS codes to parts previously not coded, or not correctly coded, within one-hundred-eighty (180) calendar days of the commencement of this Agreement. Continue to correctly assign VMRS codes to new parts entered into the ShopFax system throughout the life of this Agreement. Expert VMRS coding company and Contractor
- (3) Complete an automated or direct interface in order to directly download the Department fuel system data. Manual downloading may be discontinued if, and when the direct downloading becomes fully functional, and is approved by the County Project Manager, or his/her designee.

R.5. Fleet Management Information System Data Security

- R.5.a Contractor shall ensure that Fleet Management Information System records are protected from destruction and/or viruses by systematic virus detection, maintenance of data back up hardware systems, making regular data back-up tapes, routinely reviewing the system disks, tapes, and other storage mechanisms for "errors", and maintaining effective off-site storage procedures for data back-up tapes. At a minimum, Contractor shall make daily back-up tapes, maintain the back-up power supply (UPS), no less than a 3.0Kva UPS with parachute system software that will correctly shutdown the computer in the event of a power failure. Contractor's manual and automated record protection procedures, back-up tape, and off-site tape storage procedures/locations must be approved by the County Project Manager, in writing, within five (5) business days of the commencement of this Agreement.
- R.5.b Contractor shall ensure that the Fleet Management Information System ShopFax records are protected from data-mining enterprises and/or other unauthorized use of the information. All data on the Fleet Management Information System ShopFax is wholly owned by the Department. Contractor is authorized use of this data for complying with all facets of this Agreement and for their in-house use as it relates to cost analysis, efficiency of the fleet operation, and tracking labor, parts, and vendor history. No data from this system may be shared and/or copied to non-Contractor personnel without the express written permission of the County Project Manager that specifies the data requested and its intended use.

R.6 County Training And Use Of ShopFax: Access To Fleet Records

- R.6.a Department may perform some data entry for fleet vehicles and equipment to include but not be limited to creating a vehicle record, vehicle activation, and vehicle disposal.
- R.6.b. Department may perform data entry for radios, mobile digital terminals, and other communications equipment.
- R.6.c. Department personnel, as designated by the County Project Manager, the County Supervising Contract Monitor, or their designee shall have unlimited access to the Fleet Management Information System data relating to vehicle/equipment repair, maintenance, parts, and costs. Contractor shall recommend the necessary level of access to ShopFax records/systems for individual Contractor and County personnel, subject to the approval of the County Project Manager, the County Supervising Contract Monitor, or their designee.
- R.6.d. The Contractor shall maintain existing terminals and provide additional licensed terminals, as required by the Department, to ensure convenient access to ShopFax for both Contractor and Department personnel. The cost for the additional terminals. related equipment, first-time licenses, and annual support, as listed on Attachment 6, Shop Equipment, are included in the Fixed Price portion of the Agreement, and shall be amortized equally over the first thirty-six (36) months of this Agreement. The annual support for all ShopFax related requirements, as well as the annual updates for vehicle computer scanners, the Chief/Genesis frame machine/measuring system, All Data, etc. is covered under Fixed Price for the entire duration of this Agreement. The cost for any additional terminals and related licenses, support, and equipment above those listed on Attachment 6, Shop Equipment shall be Feefor-Service and invoiced as Direct Purchase to County at Contractor's actual cost with tax plus six percent (6%).
- R.6.e. Contractor shall have the ShopFax vendor, World Information Systems, Inc. provide an initial three (3) day training session at the Eastern Avenue Facility for Department and Contractor personnel, as specified by County Project Manager, within the first one hundred-eighty (180) days of the commencement of this Agreement. Subsequently, Contractor shall have the ShopFax vendor provide appropriate training at the Eastern Avenue Facility, in coordination with the Department representative and Contractor, for Department and Contractor personnel, two days annually, each successive year, to enable such personnel to proficiently utilize the Fleet Management Information System. Contractor shall provide Power Point Projector, screen, and all training equipment and

materials for each World Information Systems, Inc. training session, other than the software and training material handouts specifically brought by World Information Systems, Inc. for the sessions. Contractor personnel may attend these training sessions, as approved by the County Project Manager, the County Supervising Contract Monitor, or their designee.

R.6.f. Contractor shall provide an initial two (2) day training session for Department personnel on the use of the Cognos Ad-Hoc report writer, as specified by County Project Manager, the County Supervising Contract Monitor, or their designee, within the first one hundred-eighty (180) days of the commencement of this Agreement. Subsequently, Contractor shall provide appropriate training at the Eastern Avenue Facility, in coordination with the Department representative and Contractor, for Department personnel, one (1) day annually, and as requested by the County Project Manager, the County Supervising Contract Monitor, or their designee, to enable such personnel to proficiently utilize the Cognos Ad-Hoc report writer. The Information Technology System Administrator and the Assistant Information Technology System Administrator are presumed to be those giving the instruction. However, Contractor may acquire a qualified, outside consultant, if necessary, at no cost to the County, to provide the training.

S. PREVENTATIVE MAINTENANCE (PM) AND INSPECTIONS

S.1 Contractor shall maintain a detailed, up to date, PM program to include Fleet Management Information System - ShopFax generated PM checklists. At a minimum, the Contractor shall provide service as specified in the PM schedules listed in Attachment 4, Preventative Maintenance Schedules, Labor Times, and Vehicle Classifications, and Attachment 5, Preventative Maintenance and Other Inspection Checklists, of this Statement of Work. Contractor shall achieve a PM Compliance rate of 97% per month, in accordance with the procedures and inclusions/exclusions listed in the Monthly Report Section JJ.c. Contractor shall report actual PM Compliance Rate in each Monthly Report. Contractor shall have the responsibility to ensure that schedules incorporated in the PM program meet or exceed manufacturers' recommendations for vehicles and equipment to which they are assigned. Contractor may recommend changes to the schedules when maintenance, safety, or operational improvements can be identified to the County Project Manager or the County Supervising Contract Monitor. PM and inspection schedules may also be modified by the County Project Manager or the County Supervising Contract Monitor based on special or unforeseen circumstances. All modifications to specific PM checklists, PM lead times/mileage in ShopFax, vehicle/equipment group PM assignments/changes and other similar operations, once approved by the County Project Manager, the County Supervising Contract Monitor, or jointly approved by Contractor and County, shall be accomplished by Contractor within two (2) business days.

- S.2 Contractor shall ensure the timeliness of all local, state and federally mandated safety, emission, preventive maintenance and other inspections/recalls/campaigns for all vehicles and equipment, as specified by the County Project Manager. Time frames for completion of Contractor and/or Department generated campaigns, campaigns other than manufacturer recalls, shall be one-hundred and twenty (120) days, unless otherwise specified by the County Project Manager.
- S.3 Contractor shall perform the most appropriate Preventive Maintenance Service A. B. or C. three-thousand (3,000) mile/thirty-five hundred (3,500) mile or forty-five (45) day bus/van inspections (08's), and/or ninety (90) days truck/trailer inspection (BIT program), when the vehicle/equipment is in the shop. This should be the PM service and/or inspection that is most time/maintenance effective for the County, in accordance with the appropriate schedule, even though the time and/or mileage may be "slightly early" by schedule. When the vehicle and/or equipment is in the shop. Contractor shall perform the most appropriate Preventive Maintenance Service when the vehicle/equipment is due for service within five hundred (500) miles or less, and/or due for service within thirty (30) days or less. During the Preventive Maintenance Service and/or inspections, Contractor shall identify and repair any and all vehicles systems and/or components that do not function as designed, or do not meet OEM or state-mandated specifications/operating requirements, as specified by the County Project Manager. Contractor shall perform all local, state, and federally mandated safety, emission, recalls, campaigns, or other inspections that are also due when the vehicle/equipment is in the shop, unless otherwise specified by the County Project Manager or his/her designee. Any service or repair not performed shall be documented on the repair order to include the type of service/repair not performed, the reason, name, and phone number of the person authorizing the service/repair exception, as well as the date that the vehicle will be returned to complete the service or repairs.
- S.4 Contractor shall schedule, notify the user, and perform required maintenance, preventive maintenance, or inspections on time without requiring any other authority. Contractor shall provide a second notification to the user/contact within five (5) business days of the first notification whenever the user has not responded or appropriately scheduled the service.
- S.5 When a vehicle user, who's vehicle is "overdue" for service, fails to respond within three (3) business days to the second notification, Contractor shall immediately advise the County Project Manager, in writing, of the vehicle and unit involved. The assignee's name and unit/assignment, if known, shall also be furnished. The County Project Manager, may, at his/her discretion, direct Contractor to provide this information to his/her designee directly or via email. A listing of all "failures to respond for service" for the previous thirty

- (30) days, sorted by Unit of Assignment, vehicle numbers, and drivers (when possible), shall be included in the Monthly Report.
- S.6 Contractor shall ensure that all vehicles, except those that have received PM, receive the 16-point inspection see Attachment 5, Preventative Maintenance and Other Inspection Checklists, prior to leaving any repair facility. This check sheet requires final inspection of the originally requested repairs, the condition of all safety related items, and the overall operating condition of the vehicle.
- S.7 Contractor shall provide a nondescript sticker, for placement inside the passenger compartment of the vehicle, that indicates the mileage and due date for the next required PM Service / Inspection. Both the sticker and its location inside the vehicle must be approved by the County Project Manager.
- S.8 Biennial Smog testing requirements are for non-diesel, non-electric powered vehicles that are model year 1976 or newer, and that are six (6) or more years older than the year of manufacture, and are not operated on Catalina Island. These are to be performed at the three (3) Contractor operated smog testing locations of Eastern Avenue, Pitchess Detention Center, and STAR Center. Vehicles still due for smog testing after July 01 of each calendar year, are to be smog tested prior to release back into service, anytime a vehicle is brought to a repair location, in accordance with procedures specified by the County Project Manager, or his/her designee. Contractor shall acquire emission testing service agreements with outside vendors for any vehicles that require a change of ownership smog test. (See Paragraph 1.0, Subcontracting of Exhibit A).
- S.9 Contractor shall transport vehicles to and from outside vendors for first time change of registration smog inspection and certificate issuance, at Contractor's expense, as approved by the County Project Manager. The County's vehicle auction vendor will provide smog certificates for vehicles when they are sold. Contractor shall ensure that all required smog equipment is on the vehicle, perform a pre-test for emissions and report results, and ensure that all County equipment/markings, to include but not be limited to emergency equipment, communications equipment, license plates, all County vehicle numbers, County/Department insignias or lettering, are removed from vehicle prior to sale at auction. All license plates and equipment shall be turned over to Department personnel as specified by the County Project Manager.
- S.10 Contractor shall coordinate with the County Project Manager to perform any seasonal or specialized equipment maintenance/modifications. A program shall be established to ensure that the Department's fleet is fully serviceable at the start of a specified season, or fully prepared for specialized operations, as directed by the County Project Manager.

S.11 Some of the requirements include seasonal inspections and operational maintenance of air conditioning and winterization of vehicles, as applicable. Charges for seasonal preparation shall be identified on vehicle work orders and shall be covered as part of the Fixed-Price Agreement costs.

T. FIELD SERVICES AND TOWING

- T.1 Contractor shall acquire towing service agreements with outside vendors and provide emergency road service assistance and towing for fleet vehicles on a twenty-four (24) hour, seven (7) day per week basis. (See Paragraph 1.0 -(Subcontracting) of Exhibit A). Responding unit must arrive within one (1) hour from time dispatcher receives call if vehicle is within the County of Los Angeles boundaries. Responding unit must arrive within two (2) hours from time dispatcher receives call if vehicle is outside the County of Los Angeles boundaries. If towed, vehicle will be delivered to the nearest Department repair facility, unless it is obvious and/or the towing service is advised that repairs for that vehicle can only be accomplished at certain facilities which are not the closest. Vehicles requiring repairs that exceed the capability of the shop to which they were initially brought to, shall be transported/towed by the Contractor to a repair facility that can accommodate the repairs. Towing company shall leave the towing information with the vehicle when it is dropped off. This shall include, but not be limited to, date and time call was received by dispatcher, date and time tow truck arrived on scene, location of disabled vehicle, specific vehicle problem, and location where vehicle was dropped off. All Contractor towing and emergency road service agreements and subcontracts shall be at cost-effective rates, and must be approved by the County Project Manager.
- T.2 Emergency road service assistance shall include, but not be limited to, repair and/or replace flat tires, open vehicle due to lockout, winch out due to stuck in ditch/sand/mud, provide up to five (5) gallons of emergency fuel, and other minor repairs as required.
- T.3 Contractor shall provide all towing and emergency road service for fleet vehicles, anywhere within the U.S., when requested by County Project Manager. Contractor shall pre-establish vendors for towing, repair, and emergency road service to cover the entire routes taken by inmate transportation buses throughout the State of California. Contractor shall ensure that these vendors provide emergency road service assistance, to include bus tire repair or replacement, and towing on a twenty-four (24) hour, seven (7) day per week basis and that the responding vendor arrives within one (1) hour from time the dispatcher received the call if the vehicle is within the County of Los Angeles boundaries, or within two (2) hours from time dispatcher receives call if the vehicle is outside the County of Los Angeles boundaries. Contractor shall also provide towing to the Eastern Avenue

Repair Facility for Department vehicles/equipment that are removed from service, i.e., identified for disposal, while at an outlying location, and are unable or unsafe to be driven in by Department personnel. Only tows required because of accident, vandalism, safely operable disposal vehicles not driven in by Department personnel, or for Fee-for-Service category vehicles/equipment, as determined by County Project Manager, the County Supervising Contract Monitor, or their designees, shall not be covered under Fixed-Price. These vehicle tows shall be billed Fee-for-Service at Contractor's actual cost with tax, plus an administrative/handling fee not to exceed six percent (6%), as identified in Section V V.3.

- T.4 Contractor shall track vehicle breakdowns, towing information, and field service expenses in the fleet MIS. This shall include, but not be limited to, time call was received by dispatcher, time tow truck arrived on scene, location of disabled vehicle, vehicle problem, time vehicle was back in service or time, date, and location where vehicle was dropped off, and cost of service. Towing reports shall be provided as part of the Quarterly Report.
- T.5 Contractor shall verify within forty-eight (48) hours of the tow, that all towed vehicles have either been repaired and returned to service, or are still in the shop undergoing repairs. All vehicles must be accounted for after a tow. Contractor shall notify the County Project Manager or his/her designee immediately when a vehicle cannot be located within forty-eight (48) hours after a tow.
- T.6 Contractor shall provide mobile service and transportation/towing for specialized equipment, off-highway equipment, and other vehicles that are not brought to a repair facility, when requested by the County Project Manager, the County Supervising Contract Monitor, or their designees. Mobile service shall include, but not be limited to, preventive maintenance, tire repair/replacement, battery replacement, and other minor repairs, as determined by the County Project Manager, County Supervising Contract Monitor, or their designees.
- T.7 Contractor must notify the County Project Manager 24 hours prior to any change in the telephone numbers relative to field and towing services.

U. CAR WASH SERVICE

Contractor shall provide car wash services at the Eastern Avenue repair facility located at 1104 Eastern Avenue, Los Angeles. Contractor shall staff the Eastern Avenue car wash during normal business hours as specified by the County Project Manager. Contractor car wash staff shall provide and/or assist in vacuuming/ washing/drying Department vehicles as requested, during the period of 7:00 A.M. to 3:30 P.M. Contractor shall clean the surrounding area daily and notify the County Project Manager of equipment breakdown. Contractor shall provide all drying,

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cleaning, disinfecting, and other miscellaneous supplies necessary to perform a quality car wash, vacuum the interior, and provide other minor services for the vehicles.

Contractor shall service and maintain the clarifier that serves the carwash. Contractor shall ensure that the water utilized in carwash operations is properly treated at all times. Contractor shall maintain and repair the vehicle vacuuming equipment. County will perform mechanical repair and maintenance of the car wash equipment.

V. SECURITY OF VEHICLES AND EQUIPMENT

- V.1 Contractor is responsible for vehicles and equipment accepted for service. Responsibility entails ensuring reasonable steps are taken to secure vehicles and equipment from theft or vandalism. Generally, it would be considered reasonable for vehicles to be stored at a County secured facility and the windows up and the doors locked. Contractor shall ensure the security of the vehicles stored at out-sourced vendors, and when being transported between facilities.
- V.2 Contractor must inspect and document all incoming vehicles for damage due-to-accident (DTA) and for missing communications and/or emergency equipment. If any equipment is found to be damaged/missing and is not listed as such on the inspection form verified by Contractor, Contractor shall be held responsible for repair and/or replacement of damaged/missing communications and emergency equipment, as determined by the County Project Manager.
- V.3 Incidents of theft or vandalism to County vehicles and equipment left in Contractor's care must be reported to the County Project Manager immediately. Contractor shall notify and report theft/vandalism to local law enforcement agency, in a manner required by that agency.
- V.4 Contractor may be held liable for the replacement/repair of vehicles and equipment damaged while under the control of the Contractor due to negligence or poor security on County property or while at out-source locations. An example of negligence would be leaving vehicle windows down so rain or animals could damage and/or contaminate the vehicle, or not securing plastic covers over a damaged and/or open area of a vehicle so that the weather or animals could damage the engine, interior, etc.

W. REPAIR PARTS MANAGEMENT

W.1 The Department does not currently own a repair parts inventory, other than the cannibalized parts removed from accident vehicles for use in repairing other accident vehicles. Contractor shall procure repair parts and establish

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an adequate parts inventory and quick-delivery procurement capability by the start of this Agreement. All Contractor parts procurement agreements and subcontracts shall be at cost-effective rates, and must be approved by the County Project Manager. Contractor must maintain an adequate inventory at all repair locations to meet County's operational needs with due consideration of unplanned emergency situations. Contractor must also maintain a quick-delivery capability for the duration of this Agreement. When necessary, the County Project Manager will determine whether the delivery and inventory requirements are being met, based on parts availability, accepted fleet practices for Emergency Response Vehicles, and the needs of the Department.

- W.2 Parts installed on Department vehicles/equipment and paint utilized in body repairs must meet or exceed OEM specifications. Replacement engines, transmissions, differentials, components, and parts installed by Contractor must meet or exceed OEM unit performance as it pertains to operational longevity, failure rates, and in-vehicle performance characteristics. OEM equivalents for all categories will be determined by the County Project Manager. Single stage paint may be used for painting black and white units, when specifically approved by County Project Manager. No after-market body parts shall be used in the repair of Department vehicles unless approved in writing by the County Project Manager. Currently, single stage paint is authorized for use in painting black and white units. The use of aftermarket bumper covers, parking lamps, turn signal lamps, head lamps, front grills, a/c condensers, and radiators are also authorized for use.
 - W.2.a All pursuit tires and brake linings used on Department vehicles must be approved in writing by the County Project Manager. Any variance in specifications related to tires and brakes for any Department vehicle must also be approved by the County Project Manager. The pursuit vehicle tires and brake linings currently approved are listed in the following Sections:
 - W.2.b **Pursuit tires**: Goodyear Eagle RS-A or Goodyear Eagle RS-A Plus tires are to be used on all <u>Police Package Vehicles sedans</u>, whether the vehicle is Black & White or a solid color sedan, etc. Goodyear Eagle RS-A and Goodyear Eagle RS-A Plus tires may not be mixed on the same vehicle. Other tires for <u>Police Package Vehicles</u>, or tires for non-standard <u>Police Package Vehicles</u> may be used only when specifically approved, in writing, by the County Project Manager.
 - W.2.c **Pursuit Vehicle Brake Linings**: OEM linings for Police Package Vehicles, Performance Friction "Carbon Metallic", or Wagner "Severe Duty" brake linings are approved and are to be used on all Police Package Vehicles, unless otherwise specifically approved, in

writing, by the County Project Manager. Pursuit and Emergency Response Vehicle brake linings are to be replaced during a PM or any other service/repair whenever they are identified to be at fifty percent (50%) or less than the thickness of a new lining

- W.2.d Non-Pursuit Vehicle Tires: Tires must meet or exceed OEM specifications. Retread tires shall not be used on Department vehicles or equipment. Two (2) exceptions may be considered; one is the non-steering axles of Heavy trucks and buses, provided the retread tire is of premium quality, e.g. "Bandag", and pre-approval, in writing, is obtained by Contractor from the County Project Manager before installing such tires on a Department vehicle. The other exception may be for off-highway equipment tires that are no longer available, or when justified and approved by the County Project Manager. "Bandag" quality premium retread tires are currently authorized for the non-steering axles of Heavy trucks and buses.
- W.2.e Tires are to be replaced during a PM or any other service/repair when the tread depth is expected to reach the 3/32 minimum prior to the next PM and/or service. All Department vehicles/equipment must have tires of matching manufacturer, model, and tread design on the steering axles, and tires that meet or exceed OEM specifications on non-steering axles, unless an alternative is approved by the County Project Manager, the County Supervising Contract Monitor, or a County Contract Monitor, and that information is documented on the repair order.
- W.2.f **Non-Pursuit Vehicle Brake Linings** currently authorized are as follows:

-Wagner, OEM, or better.

Any change to any of the tire and brake policies above must be approved in writing by the County Project Manager.

W.3 Contractor shall make special provisions for stocking sufficient quantities of spare parts for Emergency Response Vehicles to preclude out-of-stock situations and ensure timely, effective emergency responses. Excessive out-of-service time (exceeds Agreement standards), due to delays in parts acquisition, is unacceptable, unless determined by County Project Manager to be unavoidable. When necessary, and without requiring any other authority, Contractor shall take whatever measures are necessary to obtain and/or stock parts. These measures shall include, but not be limited to, next-day air, special truck delivery, and special purchases. Contractor shall also utilize these measures to obtain specific parts or components when directed by the County Project Manager for specific vehicles, and Contractor is in compliance for repair time and out-

- of-service rates, special delivery charges shall be billed Fee-for-Service to County at Contractor's actual cost with tax plus an administrative/handling fee not to exceed six percent (6%).
- W.4 Contractor shall manage the repair parts inventory with ShopFax, the Fleet Management Information System currently utilized by the Department. Contractor shall use ShopFax to monitor and control the inventory. Contractor shall operate ShopFax so as to capture and report the usage history for each part utilized to maintain and repair the Los Angeles County Department fleet. The parts usage history and inventory shall be by description, part number, manufacturer, cost, VMRS code, vehicle number. repair location, time period, type, and category. The parts usage history/inventory shall be available to Department personnel at ShopFax terminals. Contractor shall also utilize ShopFax to generate a complete parts inventory by manufacturer, part number, description, and cost. Such inventories and parts usage reports shall be provided to the County Project Manager or his/her designee upon request, and in the required format. The reports shall adhere to the criteria specified by Department personnel, to include, but not be limited to, type of part, description, manufacturer, repair location, vehicle, vehicle type, and time period.
- W.5 All repair parts must be captured in the ShopFax system and identified on vehicle work orders by description, manufacturer, part number and cost. The Fleet Management Information System ShopFax, shall contain parts usage history information for of all stocked and non-stocked parts utilized on Department vehicles and equipment, and shall be tracked by the Vehicle Maintenance Reporting System (VMRS) codes. All parts are to be assigned the correct VMRS code, description, and supplier when first entered into the Shopfax system. This is to include all parts, whether they are Contractor installed, warranty, recall, or dealer/vendor installed parts. Dealer/vendor installed parts include all parts installed by dealers and vendors under warranty, sub-contract work, etc., such as tires at a local dealer. Complete engines, transmissions, and differentials are to be treated as parts/components and correctly VMRS coded, whether they are new, remanufactured or rebuilt.
- W.6 Expendable shop supplies include, but are not limited to, top off oil, lubricants, fluids, nuts, bolts, washers, engine and carburetor cleaner, brake and electric component cleaner, sandpaper, abrasives, masking paper/tape, paint masking car bags, body filler costs, electrical tape, and other material and supplies normally considered by the automotive trade as miscellaneous. The cost for these supplies shall be included in the annual Fixed-Price portion of the Agreement or the Fee-for Service hourly rates. Charges for these items shall not be itemized nor carried as a line-item charge on repair orders. Shop supplies costs shall be captured in ShopFax under a Contractor cost category.

- W.7 Paint material costs will be identified on each repair order. Paint materials, to include paint, primer, activators, thinners, reducers, and hardeners, for accidents and other Fee-for Service body/paint repairs, will be billed at the rates specified in Exhibit C, Price and Schedule of Payments. Any change to the paint material costing method, or interim adjustments, must be approved, in writing, by County Project Manager.
- W.8 Contractor shall activate and use the ShopFax Warranty Module and associated processes, as designed by World Information Systems, Inc. Contractor shall keep track of all parts warranty information by inputting data on each item in ShopFax. This shall include, but not be limited to, manufacturer, part number, part description, date and vehicle mileage at time of installation. Parts under warranty shall be identified each time a vehicle repair order is opened. At a minimum, engines, transmissions, differentials, and other major components shall be implemented into the warranty program within the first sixty (60) days of the commencement of this Agreement. Any change to these procedures must be approved in writing by the County Project Manager.
- W.9 Nothing in this Agreement shall prohibit the Department from seeking or obtaining replacement and repair parts independent of the Contractor. For incidents of this type, and for work not covered under Fixed Price, County shall be charged, as appropriate, for labor costs only at the Fee-for-Service rates specified in Exhibit C, Pricing Sheet. If parts are purchased by the Department for work covered under Fixed Price, Contractor shall reimburse the County by providing a credit on the following month's invoice for the cost of Fixed Price parts plus a six percent (6%) administrative fee. Any change to these policies must be approved in writing by the County Project Manager
- W.10 Contractor shall implement a cannibalized repair parts inventory program in ShopFax. All cannibalized repair parts must be captured in the ShopFax system and identified on vehicle work orders by description, VMRS code, part number for re-utilized part, and supplier - usually Department. The Fleet Management Information System - ShopFax, shall contain parts usage history information for all of all cannibalized repair parts utilized on Department vehicles and equipment.
- W.11 County shall receive fair market value credit on Contractor's monthly invoices for all County supplied cannibalized parts used for Fixed Price repairs, unless otherwise specified, adjusted, and approved by County Project Manager. Credit is to be applied to the mechanical Fee-for-Service invoices for mechanical parts and to the Body Shop Fee-for-Service invoices for body parts, where applicable. Fair market value shall be calculated at 30% of the current market replacement cost. The <u>current market replacement cost</u> is

County of Los Angeles Sheriff's Department that price which Contractor would pay for new or rebuilt parts, once contracts have been established through the Contractor's competitive bidding process.

X. NEW VEHICLE PREPARATION (OUTFITTING)

X.1 The Contractor is responsible for all vehicle preparation performed on new vehicles (or newly acquired used vehicles) so that they can be effectively utilized by the Department. The total number of vehicles outfitted per year is approximately 550 units. Under the Fixed-Price portion of this Agreement, Contractor shall transport from the Department storage areas and prepare up to forty (40) fully outfitted vehicles per month, and up to 350 fully outfitted vehicles per Agreement year. Fully outfitted vehicles shall include, but are not limited to black and white patrol vehicles, K-9 vehicles, prisoner transport vans with single or double cages, SUV's such as Chevrolet Tahoes, Ford Excursions or Expeditions that are utilized as command vehicles, and black and white driver training vehicles. The majority of the "fully outfitted" vehicles require installation of equipment that includes, but is not limited to, push bars, light bars, screens, plastic rear seats, wiring looms and associated components, MDT and/or MDC racks, radio mounting trays (for trunk area). skid plates, map lights, black-out driving switch assemblies, fire extinguisher holders, interior equipment boxes (large and/or small), shotgun racks/lock assemblies, decals, and other specialized equipment as needed. The balance of the vehicles for outfitting, approximately two hundred (200) vehicles, will generally require less extensive work, and will be Fee-for-Service, at Agreement rates specified in Exhibit C, Pricing Sheet, and in accordance with outfitting labor hours mutually agreed upon by both Contractor and County Project Manager or his/her designee. These Fee-for-Service vehicles to be outfitted shall include, but are not limited to solid sedans, standard SUV's, standard cargo or passenger vans, utility trucks, motorcycles, large forty-five (45) to sixty (60) passenger prisoner transport buses, and other type vehicles, as needed. The final decision to assign any vehicle to either the Fixed Price or the Fee-for-Service outfitting category, and to designate whether a vehicle is to be considered "fully outfitted" or not, shall be the sole responsibility of the County Project Manager, or his/her designee. Contractor shall outfit up to sixty (60) vehicles per month for the Fixed Price and Fee-for-Service outfitting categories combined. Contractor shall complete and deliver up to (10) vehicles with less than six (6) hours of required outfitting within any (7) calendar day period to County, when requested by County Project Manager, as per Section X, Exhibit B, SOW. Contractor shall complete and deliver up to fifteen (15) "fully outfitted" vehicles within any fifteen (15) calendar day period to County, when requested by County Project Manager, as per this Section X. Outfitting more than forty (40) fully outfitted vehicles per month, and/or outfitting in excess of sixty (60) total vehicles per month shall be Fee-for-Service, at the Overtime/Premium Agreement rates specified in Exhibit C, Pricing Sheet, for the vehicles exceeding each category. Outfitting labor hours shall be mutually

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- agreed upon by both Contractor and County Project Manager, or his/her designee.
- X.2 Contractor shall prepare vehicles and equipment as specified by the County Project Manager, and shall include, but not be limited to:
 - X.2.a. Cleaning and preparation for deployment. This includes, but is not limited to, performing all items on the 16 point check listed in Attachment 5, Preventative Maintenance and Other Inspection Checklists, verifying that lug nuts are tightened to factory specifications, verifying all fluid levels are correct, completion of all factory recalls, and PM clock reset in ShopFax. A signed New Vehicle Prep form shall be delivered with each completed vehicle verifying the above items have been completed.
 - X.2.b. Coordination with Department Radio Shops for the installation of radio and other electronic equipment by Department equipment installers.
 - X.2.c. Refurbishing, and repainting as specified by County Project Manager, of push bars, screens, cages, security bars, communication racks, radio mounting trays (for trunk), skid plates, console boxes, fire extinguisher brackets, shotgun racks, shotgun locks, shotgun lock timers, and plastic rear seats (with seatbelts if required) and other equipment that is re-utilized for similar model vehicles in outfitting. This includes minor repairs such as straightening, welding, minor modifications, etc.
 - X.2.d. Installation of required equipment such as, but not limited to:
 - Light bars, light bar arrow stick controllers, spotlights, map lights, siren speakers, emergency equipment wiring loom, battery hot, ignition hot, and grounding wires/relays, fuseblocks, power, coaxial, and data cables for communications radios, Mobile Digital Terminals and/or Computers, A/C cut-out switch, black-out switch, secured idle, smart siren, intersection clearance lights, and other lights, as needed, for Department vehicles.
 - 2. Push bars, screens, cages, security bars, communication racks, radio mounting trays (for trunk), skid plates, console boxes, fire extinguisher brackets, shotgun racks, shotgun locks, shotgun lock timers, and plastic rear seats (with seatbelts if required).
 - 3. K-9 vehicle equipment, dog kennels, A/C climate control modules (Chilly Dog), remote control rear door opener, winches, back-up warning devices, tow hitches, trailer plugs, cables, sockets, and wiring.
 - 4. Auxiliary batteries, cables, isolators, integrators, solenoids, switches, and security alarms.

- 5. Auxiliary equipment for driver training cars to include, but not limited to, gauges, speedometers, brakes, seat belts, roll bar padding, wiring, and panic stop equipment.
- 6. Special bodies that are installed on new vehicles and/or chassis.
- X.3 Recording vehicle outfitting information, to include all outfitting parts, labor, components, and equipment by description and part number, into the Fleet Management Information System ShopFax.
- X.4 Painting and applying vehicle/equipment numbers on vehicles and equipment, as specified by County Project Manager, or his/her designee.
- X.5 Installing decals, as required, to include station numbers.
- X.6 Contractor shall provide on-site lock replacement and key making capabilities adequate to meet the needs of the Department, for both vehicles and miscellaneous locks, as determined by the County Project Manager. Keys for master keyed vehicles will be stamped or engraved with the last two (2) digits of the model year. Individually keyed vehicles will have the keys engraved with the full Department vehicle number. All necessary key-making, stamping, and engraving equipment, with the exception of equipment for security (chipped) keys, shall be provided by the Contractor. Contractor shall provide new or replacement non-security keys within one (1) hour of request and up to twelve (12) keys per hour. For copies of keys considered lost or additional by County, key blanks will be invoiced to County as a Direct Purchase at Contractor's actual cost with tax, plus a six percent (6%) handling fee. Labor to cut keys is covered under Fixed Price.
- X.7 Contractor shall make and number vehicle keys (three sets per vehicle shall be delivered to the County Project Manager). Additional keys shall be made, as necessary, by Contractor for vehicles received with less than the required total of three numbered sets. Security (chipped) keys shall be provided when required, from an approved outside vendor, and will be charged as Fee-for-Service at Contractor's actual cost with tax, plus an administrative/handling fee not to exceed six percent (6%). All keys, whether made by Contractor or provided by an outside vendor, shall be tested for proper engagement in the corresponding lock cylinders prior to delivery to County.
- X.8 Contractor shall, at all times, keep a minimum level of refurbished and/or new outfitting parts for Department vehicles in stock. This should be for at least forty (40) patrol vehicles, and specific quantities of identified parts for other specialized vehicles, when requested and specified by the County Project Manager. The parts for the patrol vehicles shall include, but not be limited to, push bars, screens, cages, security bars, communication racks, console boxes, fire extinguisher brackets, shotgun racks, shotgun locks, shotgun lock timers, and plastic rear seats (with seatbelts, if required) and other equipment that is re-utilized for outfitting similar model vehicles.
- X.9 Department shall purchase and supply to the Contractor light bars, spotlights, intersection clearance lights, light bar arrow stick controllers, red, blue, and

amber lights for undercover vehicles, black-out switches, A/C cut-out switches, map lights with alternate red lens, fire extinguisher hold down cords, complete emergency equipment wiring loom packages, heavy duty foam protector panels (when required by Department), shotgun locks, shotgun lock timers, siren speakers, secure idle units, roll cages (installed), roll bar padding, K-9 vehicle equipment, special bodies, tow hitches, lift gates, radio mounting trays (for trunk), skid plates, security alarms, winches, back-up warning devices, auxiliary speedometers, auxiliary brake equipment, driver training seat belts, plastic rear seats, and decals. County may direct Contractor to purchase some of the above items through the Direct Purchase provision of this Agreement, Section V V.3, using a purchasing process approved by the County Project Manager. County may also direct Contractor to fabricate the complete emergency equipment wiring loom packages or other items in-house under Fee-for-Service, as approved by the County Project Manager.

- X.10 Modifications, and installations, as listed in Sections Z, and AA, of this Statement of Work, shall be covered under the Fixed-Price portion of this Agreement, in accordance with the vehicle preparation (outfitting) of up to forty (40) fully outfitted vehicles per month, and up to 350 fully outfitted vehicles per Agreement year, as specified in this Section X of this Statement of Work. Vehicle disposal preparation, in accordance with Section BB of this Statement of Work, shall be covered under the Fixed-Price portion of this Agreement, for the quantities by type and by time. Balances exceeding those quantities shall be covered under Fee-for Service. Fabrication, as listed in Section Y, but not including the refurbishing and minor modifications of existing components specified in X.2.c, shall be covered under Fee-for Service, in accordance with Section V V.
- X.11 <u>Department retains the right to perform independent outfitting of their fleet</u> vehicles at its discretion.

Y. FABRICATION

- Y.1 Contractor shall provide fabrication services. Fabrication is defined as the construction of vehicle and equipment components. Fabrication requirements include, but is not limited to, security screens, cages, console boxes, security bars, light bar mounts, switch panels, body modifications, ventilators, gun racks, fire extinguisher brackets, bodies, bumpers, push bars, communication mounting racks, flashlight holders, auxiliary power outlets, radio mounting racks, electrical wiring packages, customization and reinforcing.
- Y.2 When requested to fabricate electrical wiring packages, Contractor shall perform the necessary research and develop a complete wiring loom package, capable of operating all the equipment specified by the

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Department, in accordance with the Society of Automotive Engineers (SAE) electrical standards for wire sizing, allowable voltage drop, connectors, breakers, relays, etc. Contractor shall design and build vehicle wiring packages to perform, without failure, for a period of 7 years and/or 100,000 miles, in accordance with Industry standards. Three (3) copies of wiring diagrams and schematics of all accessory and emergency equipment installed in vehicles for each electrical wiring package fabricated in this Agreement shall be provided to County Project Manager by the Contractor, for approval, prior to completion of the operational vehicle. Contractor shall maintain a file at the Eastern Avenue facility of all wiring diagrams and schematics fabricated and/or installed in Department vehicles, be it patrol vehicles, command post vehicles, specialty vans/trucks, etc.

Y.3 All in-house fabricated components must receive approval from the County Project Manager or his/her designee. Contractor may purchase some components from outside sources when approved by the County Project Manager.

z. MODIFICATION

Contractor shall provide vehicle/equipment modifications as specified by the County Project Manager. Modification is defined as the alteration of a vehicle, piece of equipment, or component. Modifications include, but are not limited to, lights, wiring, locks, utility boxes, bodies, and interiors.

AA. INSTALLATIONS

Contractor shall provide installations as specified by the County Project Manager. Installation includes, but is not limited to, push bars, lights, locks, secure idle, intersection clearance lights, command boxes, utility boxes, lift gates, A/C cut-out and hidden black-out switches, sirens, shotgun racks, screens, radio mounting trays (for trunk), skid plates, alarms, window tint, special seats, communication equipment, radio racks, and radio/data/power cables (front to rear of vehicle) auxiliary fuel tanks, etc. County Project Manager may direct Contractor to send to outside vendors, certain installations, to include but not be limited to, window tinting, alarms, and lift gates, when County Project Manager determines outside vendor to be more efficient or that the installation requires specialized skills beyond Contractor's capability. Contractor shall be responsible for vendor's labor charges.

BB. VEHICLE DISPOSAL PREPARATION

Contractor is responsible for preparation of vehicles and equipment for disposal. Under the Fixed Price portion of the Agreement, Contractor shall prepare up to sixty (60) vehicles, trailers, off-highway equipment, and/or motorcycles for disposal per month, of which forty (40) may be "fully outfitted" vehicles. Under the Fixed Price portion of the Agreement, Contractor shall prepare up to a total of five hundred and

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fifty (550) vehicles, trailers, off-highway equipment, and/or motorcycles per Agreement year, of which three hundred and fifty (350) may be "fully outfitted" vehicles. Additional vehicles, trailers, off-highway equipment, and/or motorcycles prepared for disposal in excess of five hundred and fifty (550) per year, "fully outfitted" vehicles in excess of three hundred and fifty (350) per year, vehicles in excess of a total of sixty (60) per month, or more than forty (40) "fully outfitted" vehicles per month, shall be charged as Fee-for-Service, at the Overtime/Premium Agreement rates specified in Exhibit C, Pricing Sheet, for the vehicles exceeding each category. Invoicing shall be in accordance with preparation for disposal labor hours mutually agreed upon by both Contractor and County Project Manager, or his/her designee. Preparation shall include, but not be limited to:

- BB.1 As each vehicle is removed from service, Contractor will perform a Going-Out-of-Service inspection, as listed in Attachment 5, Preventative Maintenance and Other Checklists, and vehicle evaluation to determine current vehicle/equipment condition and effectiveness of maintenance during the vehicle's life cycle.
- BB.2 Removal of all emergency equipment which includes, but is not limited to, light bars, push bars, security screens, radio mounting trays (trunk area), skid plates, spot lights, secure idle, intersection clearance lights, sirens, communication equipment, wiring, cables, racks, guns racks, computers, brackets, radios, etc. Cables, connectors, and associated equipment shall be removed intact and in good condition. Connectors and associated parts shall not be cut off and/or damaged. As directed by County Project Manager, communications equipment, MDT's/MDC's, and wiring is to be boxed up by individual vehicle or as specified, labeled, and turned in to the Department radio section. Contractor shall provide appropriately sized boxes. Contractor shall be responsible for repair or replacement of any equipment, wiring, etc. damaged during removal, as determined by County Project Manager.
- BB.3 Removing insignias, decals, County vehicle numbers, and lettering so that no distinguishable insignia or lettering "shadow" remains to identify the retired vehicle as a former Department asset. Work is to be completed without causing damage or blemish to paint finish, metal, and/or other material. Doors on black and white vehicles which are to be sold to the general public, are to be painted to glossy standard black finish with single stage paint. Doors on black and white vehicles which are to be sold wholesale to dealers, may be painted a flat black finish, if approved by the County Project Manager.
- BB.4 Removal of front license plates, rear license plates, and registration. License plates and registration are to be turned in to the Department, as specified by County Project Manager.
- BB.5 Re-installation of OEM rear seats and seatbelts as specified by County

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- BB.6 Ensuring vehicle/equipment safety and compliance with local, state, and federal laws, to include emission requirements, and the specifics, as listed in the Preparation for Auction Inspection in Attachment 5, Preventive Maintenance and Other Inspection Checklists.
- BB.7 Cost-effective minor repairs to increase resale value. This includes, but is not limited to, filling holes left by the removal of emergency/communications equipment, minor touch-up painting, etc.
- BB.8 When requested and approved by County Project Manager, Contractor shall deliver and/or make available to and pick up from outside vendors, vehicles and equipment designated for special disposal preparation to include, but not limited to, painting, upholstery work, etc. The outside vendor work shall either be billed by Contractor at actual cost with tax plus six percent (6%), or shall be paid directly by County, as a Direct Purchase, per V V.3, as determined by County Project Manager.
- When requested and approved by County Project Manager, Contractor shall BB.9 remove usable mechanical and body parts from disposal vehicles and turn those parts over to the Department for storage. Contractor shall provide the V.I.N. tag and license plates to Department personnel and arrange for the remaining vehicle shell to be sent to scrap metal recycling vendor, both as designated by the County Project Manager. Reimbursement from scrap metal vendors shall be paid to the County. The removal of usable mechanical and body parts from disposal vehicles shall be billed Fee-for-Service, at the Agreement rates specified in Exhibit C, Pricing Sheet. Contractor may charge up to ten (10) hours labor for a complete vehicle dismantling plus frame cut up and disposal into the on-site County scrap metal bin. Any change to the maximum specified labor hours must be justified by Contractor and approved, in writing, by County Project Manager. All work, to include the work time estimates dependent on the extent of parts removal, must have prior approval by County Project Manager and/or his/her designee. Unless otherwise approved by County's Project Manager, work will be completed during normal work hours.
- BB.10 Contractor shall perform substantial repairs and enhancements to disposal vehicles, or installation of rear door handle actuating rod assemblies, as determined and requested by County Project Manager. These repairs and enhancements shall be billed Fee-for-Service, at the Agreement rates specified in Exhibit C, Pricing Sheet, at labor hours mutually agreed upon by both Contractor and County Project Manager or his/her designee, not to exceed the CCC Crash/Body Repair and Paint Estimating Guide, when approved by County Project Manager.
- BB.11 Disposal preparation for specific vehicles shall be completed within five (5)

business days beginning when vehicle and paperwork is provided to Contractor, and is requested by the County Project Manager, County Supervising Contract Monitor, or their designees. In lieu of these specific requests, Contractor shall complete disposal preparation, to include vehicles/equipment being transported to the auction facility, within thirty (30) calendar days from the date of receiving the vehicle list of up to sixty (60) vehicles for the month, the location of the vehicles, and the paperwork required to complete the auction preparation process. Contractor is required to coordinate with the vehicle auction company designated by the County Project Manager to arrange for that company to pick-up and transport vehicles/equipment to the auction site. Contractor shall ensure disposal preparations are complete and verify/document that auction transporter picks the correct vehicles/equipment.

BB.12 Department may elect to do some disposal preparation.

CC. REPAIR FACILITY AND FACILITY EQUIPMENT MAINTENANCE

CC.1 Facility

- CC.1.a Contractor has examined the Department facilities to its satisfaction. Contractor accepts all the facilities in their present state and condition and, except as indicated in Contractor's, Operational Plan, with Project Manager's written approval, waives any and all demand upon the Department for alterations, repairs, or improvement thereof.
- CC.1.b Contractor shall make no alterations or improvements to the facilities without prior written approval from COUNTY. All such fixtures and/or personal property belonging to the Contractor shall be removed by the Contractor within ten (10) working days after expiration, termination, or cancellation of this Agreement. In the event of the failure to do so, title thereto shall vest to the County, and shall become County property upon termination. All improvements to the facilities shall become County property upon termination.
- CC.1.c The removal of fixtures and/or personal property shall be accomplished in such a manner as to minimize any disruption of services that the Contractor or replacement Contractor may be performing. The Contractor, upon such removal, is responsible for restoring the facilities to their original condition, less normal wear.
- CC.1.d The Contractor shall not work on vehicles not owned or leased by the Department, at any Department facility unless specifically authorized to do so in writing by the County Project Manager or his/her designee.

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- CC.1.e County shall pay utility costs associated with the Contractor's occupancy in Department facilities. Contractor shall ensure cost efficient energy utilization by taking appropriate energy saving measures and managing the energy consumption of its work force. Such measures shall be included in the Annual Report to the County Project Manager.
- CC.1.f Contractor shall pay all telephone/communication line expenses for ShopFax, and B.A.R. equipment lines. Contractor shall not utilize B.A.R. telephone lines, except as required to transmit B.A.R. data. Contractor may use County telephones currently used by the present contractor, and Contractor shall reimburse Department for County's payment of all such telephone line expenses lines plus a 15% bill handling fee. Telephone invoices shall be paid no later than thirty (30) days in arrears, once Contractor has the monthly invoice from the Department. Contractor may install its own additional phone system and computer email lines, at no cost to County, when approved by County Project Manager. The Department shall pay all telephone voice-line expenses for those lines assigned for joint use by both Department and Contractor.

CC.2 Facility Equipment

- CC.2.a The Department shall furnish the equipment owned by the Department and utilized by the previous contractor in the repair and maintenance of Department vehicles and equipment.
- CC.2.b Contractor shall assume the risk of loss, excessive wear/breakdowns due to Contractor's inadequate maintenance/servicing programs, damage, or destruction of all furnished Department equipment/tools.
- Contractor shall furnish and maintain sufficient equipment, tools and CC.2.c technical service manuals to perform the work in this Agreement and within the time frames specified. Contractor shall provide update modules/software and support agreements/licenses annually or sooner, as they become available or necessary, for the eight (8) vehicle computer scanners, Snap-On and OTC, (the Ford Rotunda scanners are optional), the three (3) existing smog test machines/dynamometers (Sun Emissions Analyzers SIS 900/Mustang Dynamometers), the five (5) All Data parts and labor time programs, the CCC Crash/Body Repair and Paint Estimating Guide System, the Chief Frame Machine and Genesis Measuring System, the Fleet Management Information System - ShopFax, and all other similar equipment utilized in this agreement. The update modules and software for the vehicle computer scanners are to cover all areas of diagnostics for active in-service Department vehicles maintained by Contractor in this Agreement, to include but

- not limited to electronic engine and body/interior controls, antilock braking systems, and transmission troubleshooters.
- CC.2.d. Department shall supply Contractor with existing smog test machines and smog testing dynamometers, as mandated by the B.A.R. for smog inspection certifications. The smog test machines and dynamometers are at the following facilities; Eastern Avenue, S.T.A.R. Center, and Pitchess Detention Center.
- CC.2.e Contractor shall provide all necessary diagnostic/repair equipment and tools for emission systems to include, but not be limited to scanners, meters, scopes, and timing lights.
- CC.2.f Contractor shall purchase and have installed four (4) additional 10,000 lb above-ground hoists, one (1) additional 12,000 lb aboveground hoist, and one (1) additional 72,000 lb above-ground 4-post electric lift with 4-support stands for buses, in order to accommodate the increased workload experienced and/or projected due increasing fleet size and vehicle equipment diversity of the Department's fleet. The tentative installation sites of these additional hoists shall be at the following Department repair facilities: two (2)10,000 lb aboveground hoists at Eastern Avenue, one (1) 10,000 lb above-ground hoist at Lomita, one (1) 10,000 lb above-ground hoist at Pico Rivera (includes removal/disposal of existing twin-post in-ground hoist and filling in resulting hole and cement fill), one (1) 12,000 lb aboveground hoist at Century (over existing in-ground hoist), and one (1) additional 72,000 lb above-ground 4-post electric lift with 4-support stands for buses at the Central Jail Repair facility. Installations shall include a standard overhead electrical run of fifty (50) feet, with electrical shut-off and concrete support pads, where needed, and shall be completed within ninety (90) days of the start of this Agreement, unless otherwise directed and approved by the County Project Manager. See Attachment 6, Shop Equipment, of this Statement of Work. Cost for support pads where needed shall be billed as a Direct Purchase (see Section V V 3) at Contractor's actual cost, plus tax, plus an administrative fee of six percent (6%).
- CC.2.g Contractor shall purchase and install the following additional ShopFax Equipment. The equipment consists of five (5) each personal computers, monitors, keyboards, printer/copier combinations, repair order wanding scanners, Uninterruptiple Power Supplies (UPS), Smart Term Emulation software programs, and appropriate telephone lines/cabling/frame relay lines as needed. Contractor shall purchase five (5) each ShopFax licenses, one time cost annual ShopFax support packages, and Universe licenses essential to support this equipment. The combination of each set of this equipment, licenses, and annual support comprise a ShopFax

Operating Terminal. The tentative locations for the additional ShopFax Operating Terminals shall be at each of the following Department repair facilities: two (2) at Eastern Avenue, one (1) at Century, one (1) at Central Jail, and one (1) at STAR Center. Contractor shall also purchase and install three (3) Etherfrad Routers. These three (3) units shall be installed at each of the following Department repair facilities to support the additional ShopFax Equipment being installed there; one (1) at Century, one (1) at Central Jail, and one (1) at STAR Center. The PC terminals will be installed in the most environmentally friendly locations thereby requiring the transfer of Wye 60 dumb terminals/dot matrix printers into the less environmentally friendly shop areas, where possible. Two (2) WYE 60 terminals will be transferred to the Eastern Avenue facility from locations to be specified by the County Project Manager or the County Supervising Program Monitor, and two (2) of the newly acquired PC terminals (identified for the Eastern facility) shall be installed at the locations where the WYE 60 terminals were removed. The new PC terminals scheduled for the Century, Central Jail, and STAR locations shall be installed in the offices there, and the current WYE 60 terminals moved to the shop area. Installation and transfer of the above listed equipment, with the equipment being fully operational and online with the ShopFax server, shall be completed within ninety (90) days of the start of this Agreement. unless otherwise directed and approved by the County Project Manager. See Attachment 6, Shop Equipment, of this Statement of Work.

- CC.2.h Contractor shall purchase and install, as designated, the following additional equipment: seven (7) Robin Air R-134 Air Conditioning/Recycling machines or equivalents, as approved by County Project Manager. The tentative locations of these Air Conditioning/Recycling machines shall be at each of the following Department repair facilities: Lomita, Marina Del Rey, Pico Rivera, Pomona Test Track, Special Enforcement Bureau (SEB), West Hollywood, and San Dimas. Contractor shall purchase and install a precision/electronic tire balancer at the Pomona Test Track for maintenance/repair of the tires used on the Driver Training Vehicles. Contractor shall also purchase and install a heavy duty tire changing machine at the Central Jail facility for maintenance/repair of the tires used on the Prisoner Transport Buses. Purchase and installation shall be completed within ninety (90) days of the start of this Agreement, unless otherwise directed and approved by the County Project Manager. See Attachment 6, Shop Equipment, of this Statement of Work.
- CC.2.i Requirements, specifications and designated locations for the above listed equipment are listed in Attachment 6, Shop Equipment. Final

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details as to exact location, date, and other installation specifics are to be coordinated with the County Project Manager, the County Supervising Monitor, and the Department 's Facilities Maintenance Unit.

- Contractor shall purchase, install and amortize the equipment, CC.2.j identified in Statement of Work - Attachment 6, Shop Equipment. This equipment and ShopFax/Universe licenses are part of the Fixed Price portion of the Agreement and shall be amortized equally over the first thirty-six (36) months of the Agreement, in a manner approved by the County Project Manager and shall become County property at the end of the initial three year Agreement. The annual ShopFax and related software/licensing support for the current fiftyone users, and software updates for the equipment listed in Section CC.2.c., shall be amortized, in a manner approved by the County Project Manager, equally over each twelve (12) month period of the Agreement, or evenly over a lesser period, should an Agreement extension period be less than twelve (12) months, or in the event of premature Agreement termination, the Contractor shall be reimbursed for the unamortized value, less depreciation, and as approved by the County Project Manager. See Section CC.2.o. for amortization procedure clarifications.
- CC.2.k Contractor, upon expiration, termination or cancellation of this Agreement, shall return all Department furnished equipment and tools in their original condition, less normal wear. Missing or damaged equipment and tools shall be replaced/repaired by Contractor, and/or fair market value deducted from Contractor's invoice or reimbursed to County, as determined by County Project Manager.
- CC.2.I Any enhancement of existing Department equipment by the Contractor shall be coordinated with the County Project Manager for approval.
- CC.2.m Additional or improved equipment may be supplied by the Contractor with advance approval of the County Project Manager. Prior to acquisition, terms for sharing in the cost of any new equipment shall be mutually agreed to by Contractor and County Project Manager. At the termination of this Agreement, County, at its option, may purchase said equipment owned by Contractor, less depreciation.
- CC.2.n Replacement equipment/tools which are to be acquired by purchase or lease for the performance of services herein, which will be paid for

by County, shall be acquired after competitive bidding through the Contractor's purchasing agency utilizing a purchasing process approved by the County Project Manager.

- CC.2.o Any additional equipment purchased and/or installed by the Contractor, that will be paid for by County, as approved by the County Project Manager, will be <u>amortized</u> by the Contractor using a method acceptable to the County and shall become County property at the end of the initial three years of this Agreement, unless otherwise determined by the County Project Manager. For the purposes of computing amortization, equipment or vehicles purchased prior to and including the fifteenth (15th) day of any month will be considered as having been purchased on the first day of the month. Equipment or vehicles purchased after the fifteenth (15th) day of and prior to the first day of the succeeding month will be considered as having been purchased on the first day of the succeeding month. In the event of premature Agreement termination, the Contractor shall be reimbursed for the unamortized value, less depreciation.
- CC.2.p Contractor, upon expiration, termination or cancellation of this Agreement, shall ensure that ShopFax, the Fleet Management Information System ShopFax is the most current, full production version, to include updated software and with all data and licenses intact. It shall be an identical copy of the program utilized during the term of this Agreement.

CC.3 Maintenance

- CC.3.a The Department shall be responsible for the maintenance of the facility structure, which includes major plumbing(e.g. pipe breakage), major electrical, electric and manual overhead doors, entry doors, air conditioning units, space heaters, the car wash at Eastern Avenue (less the clarifer), and exhaust fans. The Department shall also be responsible for the servicing and maintenance of underground storage tanks and repair facilities' clarifiers, with the exception of the Eastern Avenue car wash clarifier.
- CC.3.b Contractor shall be responsible for the internal maintenance of the facility such as cleaning on a schedule necessary to keep restrooms, offices, and shop areas in a safe and sanitary condition. Contractor shall be responsible for the internal maintenance of the facility to include, but not be limited to, repair/replacement of 110 volts light bulbs, sockets, and switches, glass, soap/towel/toilet paper dispensers, door locks, keys, knobs, minor plumbing, such as stopped-up toilet or worn-out toilet components, stopped-up sinks, or

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worn/damaged faucets, worn/corroded/defaced panels or accessories, employee caused damage, and all maintenance required for a safe and sanitary environment. Contractor shall also be responsible for providing restroom and cleaning supplies to include but not be limited to hand soap, towels, toilet paper, and air fresheners. Contractor shall ensure that restrooms are <u>always</u> fully stocked with hand soap, towels, toilet paper.

- CC.3.c Contractor shall assume full maintenance, servicing, and repair responsibility for Department furnished equipment at commencement of this Agreement to include, but not be limited to, ShopFax System (server, hard drives/data storage and backup equipment, desktop and handheld computers, terminals, modems, printers, copiers, ShopFax and document scanners, cables, keyboards, etc.), compressors, in-ground/above ground hoists, hose reels, air lines, barrel pumps, smog test machines and dynamometers, Chief frame rack and Genesis measuring system. paint booths, steam cleaners, welders, hydraulic presses, and jacks. Contractor shall repair inoperative equipment immediately; out of service time shall not exceed five (5) business days. Contractor shall supply temporary replacement equipment when out of service time exceeds two (2) business days, and is requested by County Project Manager. Contractor shall make equipment replace versus repair recommendations, when repairs do not appear to be cost effective, in accordance with industry practices. The final decision to replace or repair equipment, as well as equipment replacement cost sharing between Contractor and County based on Contractor's facility inspection, maintenance, and servicing history, will be the sole responsibility of the County Project Manager. Contractor shall replace equipment within ten (10) business days once approved by County Project Manager. A joint inventory and inspection of equipment to be used under this Agreement, will be conducted by Department and Contractor personnel, within sixty (60) days of the commencement of this Agreement. Each piece of equipment, its present location and operating condition will be jointly agreed to at that time.
- CC.3.d Contractor shall, at all times, have the responsibility for supplying, locating, and maintaining all appropriate facility safety equipment to include, but not be limited to, eye wash stations, first aid kits, fire extinguishers, fuel caddies, and oily rag containers. Contractor shall inspect all repair facilities/equipment at least once a month, and service the shop equipment, at a minimum, in accordance with the Original Equipment Manufacturer's recommended schedule, and the requirements of this Agreement. Contractor shall ensure during the monthly, or sooner, if needed, facility inspection, that the condition of

County of Los Angeles Sheriff's Department all shop and safety equipment, and the employee training in the use of such equipment, meets or exceeds industry/OSHA/ANSI (American National Standards Institute) standards and the requirements of this Agreement.

- CC.3.e Contractor is responsible for the safe and clean appearance of work and other assigned areas <u>at all times</u>. Maintenance includes, but is not limited to sweeping, mopping, dusting, and any other operation necessary to present a neat, safe, clean, and sanitary work condition. Contractor shall ensure that special attention is paid to keeping assigned restrooms clean, sanitary, and esthetically appealing, ensuring spills are immediately cleaned up, and that other safety hazards are promptly corrected. Waste materials and rubbish shall not accumulate, shall be stored in appropriate containers, and shall be disposed of properly.
- CC.3.f Contractor shall be responsible for all damages to persons and/or property that occur as a result of its fault or negligence in connection with the performance of work.
- CC.3.g Contractor is responsible for furnishing all supplies and materials needed to properly perform the aforementioned maintenance. Said supplies and materials shall be stored in authorized areas with adequate security measures as approved by the County Project Manager.

CC.4 Facility and Facility Equipment Section of Operational Plan

- CC.4.a Contractor shall include in the Operational Plan, courses of action to remedy any existing facility violations of local, city, county, state or federal regulations. The Operational Plan shall identify all costs required to be in compliance with specified regulations. County-approved courses of action will be reimbursed to the Contractor using a method acceptable to both the Contractor and County. Contractor shall report and Identify any violations, and provide recommended remedies, including costs, to the County Project Manager within sixty (60) days of the commencement of the Agreement. The final decision as to the time frame, method, and cost of remedies shall be the sole responsibility of the County Project Manager.
- CC.4.b Contractor shall include in its Operational Plan, a facility equipment maintenance program and schedule. Contractor shall maintain accurate records of this program, to include, but not be limited, to equipment, inspections, equipment servicing specifics, schedules, repairs, and when justified, recommendations for the replacement.

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Contractor shall make records available within forty-eight (48) hours when requested by County Project Manager or his/her designee. Contractor shall maintain records for five (5) years, pursuant to Paragraph 42.0, Records and Audits of Exhibit A, Additional Terms and Conditions.

- CC.4.c Contractor shall include in the Operational Plan an Energy Conservation Program. Contractor shall report energy saving measures and detailed phone expenses for each year of this Agreement in the Annual Report.
- CC.4.d Contractor shall include in the Operational Plan, a written Hazard Communication Program and a draft Safety Manual for fleet maintenance employees.

CC.5 Facility Maintenance Reporting

Contractor shall report the condition of facilities/stations as part of its Monthly and Quarterly Reports. Contractor shall be required to include in its Quarterly Report the description, amortization, serial number, cost and date of purchase of any equipment under this Agreement; and, in a like manner, any equipment traded, sold or otherwise disposed.

DD. PERMITS

Contractor shall, without additional expense to the County, obtain all licenses and permits required for the performance of all work associated with this Agreement, to include, but not limited to the generation and disposal of all waste and byproducts. The only exception is that of pressure vessel (air tank) permits at permanent Department Repair locations. County shall be responsible to obtain pressure vessel (air tank) permits for all County and Department repair locations, when advised by Contractor of upcoming expiration dates. Contractor shall, as part of the facility inspections, service, and maintenance programs, ensure that pressure vessel (air tank) permits are current, and document the date of expiration, in the Monthly Report. Should Contractor fail to specifically notify County Project Manager in the Monthly report of any locations ninety (90) days prior to pressure vessel permit expiration, Contractor shall obtain the appropriate permit and pay the associated costs for the next scheduled time period, at the discretion and direction of the County Project Manager.

EE. HAZARDOUS WASTE

EE.1 Contractor, without additional expense to County, shall be responsible for disposal of all hazardous and non-hazardous trash and waste generated resulting from maintenance/repair of the vehicles, equipment, and all other

County of Los Angeles Sheriff's Department

- provisions covered under this Agreement, in accordance with all applicable Federal, State, and local rules, regulations, and this Agreement. This includes but is not limited to, trash, tires, parts, metal, oil, antifreeze, fuel, freon, batteries, and other hazardous waste.
- EE.2 Contractor shall maintain records of all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposal shall be in accordance with current local, state and federal law. Contractor shall maintain records for five (5) years from date of final disposal of the specific material. Records shall be made available to County within twenty-four (24) hours, when requested by the County Project Manager, County Supervising Contract Monitor, or their designees.
- EE.3 Contractor shall provide Material Safety Data Sheets (MSDS) and training for employees and supervisory/management personnel working with and handling hazardous material, in accordance with all applicable laws, OSHA requirements, and EPA regulations. Contractor shall hold the County free of liability for all actions of Contractor related to the handling of hazardous material and waste disposal.
- EE.4 Contractor shall be responsible to plan for the management, containment, and disposal of all hazardous material spills at all repair locations. Contractor shall include a hazardous material spill containment plan in the **Operational Plan**, to include the availability of appropriate "spill kits", employee training in clean-up and handling, and proper disposal of the hazardous material.
- EE.5 Contractor shall be responsible for the training and management of its employees working with and handling hazardous material, in accordance with all applicable laws and Cal-OSHA/ EPA regulations. Contractor shall hold the County free of liability for all actions of Contractor related to the handling and disposal of all hazardous and non-hazardous trash and waste.

FF. RECONFIGURATION/REASSIGNMENT OF VEHICLES/EQUIPMENT TO CORRELATE TO NEW AGREEMENT CONFIGURATION AND CHANGES IN FLEET SIZE

FF.1 To account for Fixed Price fleet size changes and Agreement price adjustments, the Fixed Price fleet is divided into the three (3) groups described in Exhibit C, Pricing Sheet. The make-up of these Fixed Price groups is different from the current Agreement, as are some of the vehicle/equipment assignments to either Fixed Price or Fee-for-Service categories. Therefore, an initial fleet reconfiguration in ShopFax, the Fleet Management Information System, of the vehicles/equipment assigned to Fixed Price and Fee-for-Service categories, as well as the equipment types assigned to the three (3) Fixed Price groups, shall be performed by

County of Los Angeles Sheriff's Department Contractor. The 4,216 Fixed Price units and 416 Fee-for-Service units, as shown on Attachment 1 and the RFP Base Fleet Size Disk, for bid purposes, that are still "in-service", shall be adjusted in ShopFax from their present assignments to their category and Customer number specified on the RFP Base Fleet Size Disk. This shall also be done to the programming appropriate for the Cognos reports. In addition, an initial fleet size adjustment from the RFP Base Fleet Size of 4,216 Fixed Price units and 416 Fee-for-Service units will be made by Contractor to bring the fleet size and configuration current. The reconfiguration and initial fleet size adjustment shall be made by Contractor within the first five (5) business days of the commencement of this Agreement, and shall be effective as of the first day of the Agreement, as approved by County Project Manager. Adjustments to the Fixed Price portion of this Agreement shall, at a minimum, be made on a semi-annual basis during the life of this Agreement to account for increases and decreases to the fleet. Interim Fixed Price fleet size adjustments may be made, when requested in writing by Contractor or by County, when increases or decreases equating to \$60,000 annually occur within a semi-annual period. The interim Fixed Price fleet size adjustment shall become effective for the first whole month following the date the increase/decrease is approved by the County Project Manager, and shall remain effective until the next adjustment is made. Adjustments of the vehicles/equipment assigned to the Fee-for-Service category will be made on an ongoing basis throughout the term of the Agreement.

FF.2 At the end of each semi-annual period (six months) of each year of this Agreement, and for any interim Fixed Price fleet size adjustments, the change in fleet size will be determined and the Agreement price adjusted in accordance with the table and other conditions shown in Exhibit C, Pricing Sheet. All fleet size and Agreement price adjustments shall be determined by the County Project Manager and reviewed with the Contractor. The final determination of the fleet size and Agreement price adjustments will be the sole responsibility of the County Project Manager.

GG. CLEAN FUEL PROGRAM ASSISTANCE

Contractor shall assist Department with the Clean Fuel Program as follows:

- GG.1 Contractor shall develop, as part of the Operational Plan, a plan to ensure compliance with all Clean Fuel Program mandates, be they federal, state, local, Departmental, or otherwise. The intent is to ensure compliance cost-effectively and without dedicating excessive financial investment to a single alternative fuel.
- GG.2 Contractor shall become the expert on Clean Fuel Regulations and Programs for the Department. Contractor shall track all Clean Fuel Programs, and attend and/or monitor SCAQMD, California Air Resources Board (CARB),

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and other organizational meetings/workshops that may have an impact on Department fleet vehicles. Contractor shall track all Clean Fuel Program funding possibilities such as Carl Moyer Funds, MSRC funds, etc. Contractor shall include in its Quarterly Report, the Clean Fuel Program funding availability/status for all available Programs that could assist Department in meeting clean fuel goals.

- GG.3 Contractor shall assist the Department, as requested, in acquiring the appropriate quantities and types of alternate fuel vehicles by taking advantage of all available Clean Fuel Programs.
- GG.4 Contractor shall include in its Annual Report, the Department's Clean Fuel Program status. The report shall include the status of Clean Fuel programs affecting Department vehicles, especially those currently in progress, as well as the advantages and disadvantages of each type of alternative fuel being used to include maintenance and repair costs of these vehicles. Recommendations and adjustments to the Clean Fuel Program section of the Operational Plan shall be made based, in part, on Contractor's Annual Report.
- GG.5 Contractor shall assist the Department in any of its clean fuel efforts, to include, but not be limited, to the training of Contractor personnel and the maintenance/repair of all types of clean fuel vehicles, modification equipment and tuning for all vehicles and/or add-on/replacement equipment acquired by Department.

HH. FLEET PERFORMANCE MONITORING AND OPERATIONAL PLAN

Fleet Performance Monitoring shall include:

Contractor must submit to County Project Manager for approval, within thirty (30) calendar days after commencement of this Agreement, an updated Operational Plan outlining how fleet maintenance services will be provided. The plan must be approved within sixty (60) days of the start of this Agreement. Contractor shall, after the first year of this Agreement, provide a revised Operational Plan within sixty (60) calendar days following the anniversary start date of each year of this Agreement, starting with the second Agreement year. The second and subsequent year's reports shall be modified each year based on the Contractor's Annual Report, the Contractor's previous year's performance in providing contracted services to the Department's fleet, relative to established benchmarks and Performance Standards listed in Exhibit E, and any reviews, inspections, or reports submitted during the year by County on Contractor's performance during that year. Contractor shall also recommend revised objectives based on recorded performance during the previous year of this Agreement. County will evaluate Contractor's performance each year and shall provide a report to the Contractor. The Contractor's Annual Report shall

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include findings relative to actual parts cost savings as a result of Contractor attention to parts/components warranty recovery. The Operational Plan shall include all services to be provided. A "turn-key" Agreement Operational Plan will include, at a minimum:

- a. Complete staffing level by position title, and location, for all work locations, to include the Minimum Staff required by this Agreement.
- b. Scope of provided services by repair facility/local vendor services
- c. Hours of operation by repair facility beyond those required by this Agreement.
- d. Holiday, vacations, sick leave, and other benefits of employment for Contractor's employees
- e. The backgrounds of proposed Project Director and Project Manager, with County reserving the right to approve one or both candidates.
- f. Preventive Maintenance and Inspection Program, to include any additions to schedules, check sheets, or descriptions of services required by the Agreement.
- g. Facility Environmental Compliance Plan (required within ninety (90) calendar days from the commencement of the Agreement)
- h. Facility Maintenance/Equipment Servicing Program and Schedules.
- i. Energy Conservation Program, specific by repair facility if necessary (required within ninety (90) calendar days from the commencement of the Agreement)
- j. Hazard Communication / Safety Programs / Hazardous Material Spill Containment Plan
- k. Fleet Record Management Plan
- I. Clean Fuel Program
- m. Warranty/Recall Management Plans
- n. Quality Control Plan, to include, but not be limited to, the requirements specified in Section G.

II. DAILY REPORT

Contractor shall supply the County Project Manager with a Daily Report consisting of the following minimum information:

- a. The Out of Service report shall be for all the "in-service" vehicles, for both Fixed Price and Fee-for-Service categories, and shall include the quantities and percentage for total vehicles out of service, by the specific groups and categories listed below, for vehicles out of service due to accidents, and vehicles out of service for documenting Agreement compliance (which includes discounting the exceptions listed in Section O.4, as approved by County Project Manager or his/her designee). Units of Assignment whose number of out-of-service vehicles exceeds the maximum allowed, shall be so identified in the report, with the total days out of compliance included in the final report of the month. The report information shall be presented in a month-to-date spreadsheet format, and by Unit of Assignment.
- b. Included in the Daily Out-of-Service report is a report listing all in-service Emergency Response Vehicles, Equipment Types 1, 2, 19, and 22, currently out of service by Unit of Assignment. This report shall include quantities and percentage for total Emergency Response Vehicles out of service by Unit of Assignment, listing those that qualify for the exceptions listed in Section O.4, as approved by County Project Manager or his/her designee. This Emergency Response Vehicles report shall indicate Contractor compliance with the separate Performance Standard Requirement for Emergency Response Vehicles ("Black and White") listed in Section O.4.
- c. Also included in the Daily Out-of-Service report is a report listing all patrol motorcycles, Equipment Type 16, for all the "in-service" motorcycles, for both Fixed Price and Fee-for-Service categories, currently out of service, listing the days out of service by equipment number, actual repair location of each motorcycle, and the types of repairs needed. Report to include quantities and percentage for total patrol motorcycles out of service, listing those that qualify for the exceptions listed in Section O.4, as approved by County Project Manager or his/her designee. Contractor shall use this patrol motorcycle report to assist in tracking and calculating the automatic deductions required in Agreement Paragraph 11.0, Liquidated Damages, Sub-Paragraph 11.1.2.
- d. Also included in the Daily Out-of-Service report is a report listing any inservice vehicles and equipment currently exceeding the three (3) to ten (10) business day Mechanical Repair Time Standards specified in Section O.2, any in-service vehicles currently exceeding the seven (7) business day Minor Accident Repair Time Standard specified in Section WW.11.,

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and any in-service vehicles currently exceeding the twenty-one (21) business day Major Accident Repair Time Standard specified in Section WW.11. This report shall provide the information by Department Repair Locations, the days exceeded by vehicle, and provide totals for each category. Contractor shall use the Accident Repair Time portions of this report to assist in tracking and calculating the automatic deductions required in Agreement Paragraph 11.0, Liquidated Damages, Sub-Paragraph 11.1.1.

- e. Also included in the Daily Out-of-Service is a report listing all active inservice prisoner transport buses, Equipment Types 30, 31, 34, and 37, currently out of service, listing the days out of service by equipment number, actual repair location of each bus, and the types of repairs needed. Report to include quantities and percentage for total prisoner transport buses out of service, listing those that qualify for the exceptions listed in Sections O.4, as approved by County Project Manager or his/her designee. This prisoner transport bus report shall indicate Contractor compliance with the separate Performance Standard Requirement for Prisoner Transport Buses listed in Section O.4.
- f. Contractor shall include in the Daily Report any failures to meet minimum staffing and shift requirements for the Central Jail and Century Station Repair Facilities, in accordance with Section F.1., above and Attachment 3, Repair Locations / Minimum Staffing Levels. Contractor is expected, without requiring any other authority, to document any minimum staffing and shift requirements shortages and make the deductions from each monthly invoice, as required in Agreement Paragraph 11.0, Liquidated Damages, Sub-Paragraph 11.1.3. Contractor shall indicate whether the County Project Manager waived any automatic deductions incurred for any specific day's violation.
- g. Overall vehicle availability report as specified in Paragraph RR.2 of this Statement of Work

All Daily Report information shall be current and accurate as of 2:30 p.m. each day, and shall be delivered to the County Project Manager no later than 3:30 p.m. that same day.

JJ. MONTHLY REPORT

Contractor shall supply the County Project Manager with a Monthly Report, within five (5) business days of the end of each month, containing the following minimum information:

- a. Equipment delinquent after receiving two (2) PM notifications
- b. Vehicle availability report as specified in Sections RR.2 and RR.3 of this

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- c. PM Compliance Rate: Percent of vehicles/equipment receiving PM's during month when due/overdue while in shop when repair order was opened. Includes edit or selection process to identify and exclude those from Compliance percent count due to justification such as Repair Reason Quick Fix, Department driver unable to leave vehicle, etc.
- d. Comeback Rate Contractor shall identify the number of comebacks/ reworks and percentage of repair orders, by the repair location where the original work was done, and by the fleet overall in the Monthly Report as a percentage of repair orders completed.
- e. Completion status of all manufacturer's recalls; number done, number not done, percent complete, to include recall start date. (See Section NN.3)
- f. Warranty reimbursement claim summary. (See MM.4)
- g. Number of hours of Fleet Management Information System downtime, by terminal location, by system overall, and causes.
- h. Complete staffing level by name, position, current certifications/licenses, and location
- i. Emergency Response Vehicle inspections copies of inspections, number of vehicles completed that month, and Year-to-Date percent of completion. Catalina Emergency Response Vehicles and non- vehicle inspections are to be included every third month of the Agreement year.
- j. The status of all existing accidents, to include date vehicle received, days out of service, estimated date of vehicle completion, and summary of any or all vehicles exceeding the Agreement repair time requirement.
- k. Facility Inspection Report Summary to include status of Facility
 Maintenance and Equipment Servicing Program, i.e. serviced on schedule
 or overdue, re-inspection dates for fire extinguishers, and permit expiration
 dates for pressure vessels (air tanks).
- I. Completion status of all ShopFax campaigns; number of units done, number of units not done, percent completed by campaign.
- m. Vehicles/Equipment sent to auction, sold at auction, and/or cannibalized as per Section ZZ.2.
- n. Contractor shall report the quantity, listing by vehicle number, and status

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- of all vehicles processed through DMV, in process with DMV, and vehicles waiting to be processed with DMV for the month, as per Section ZZ.1.c.
- o. Contractor shall report the number and a listing by vehicle number of all vehicles outfitted and vehicles prepped for disposal for the month. Report shall indicate the vehicles by the categories of fully outfitted or other, and within those categories listed and sub-totaled by equipment types, as prescribed by the County Project Manager. Contractor shall maintain the data in a Department approved computer program (Quattro Pro and/or Excel). Contractor shall provide the report, in both hard copy and on compact disk, of all vehicles/equipment for each month, as well as from the commencement of this Agreement. This report shall be part of the Contractor's Monthly Report. Contractor may combine reports for Sections m, n, and o on the same compact disk.
- p. A report listing the total number of in-service vehicles and equipment during the month that exceeded the compliance requirements of the three (3) to ten (10) business day Mechanical Repair Time Standards specified in Section O.2, less the exceptions listed in that Section, the seven (7) business day Minor Accident Repair Time Standard specified in Section WW.11., and the twenty-one (21) business day Major Accident Repair Time Standard specified in Section WW.11. This report shall provide the information by Department Repair Locations, the days exceeded by vehicle, and provide totals for each category. Contractor shall use the Accident Repair Time portions of this report to assist in tracking and calculating the automatic deductions required in Agreement Paragraph 11, Liquidated Damages, Sub-Paragraph 11.1.1.

KK. QUARTERLY REPORT

Contractor shall supply the County Project Manager with a Quarterly Report, within ten (10) business days of the end of each quarter, containing the following minimum information:

- a. The status of facility compliance remedies (as outlined in the Operational Plan).
- b. The status of Agreement compliance as per Section G.5 above.
- c. Tow information, to include number and type of breakdowns, tow truck response times with compilation of in/out of compliance counts and percentages, and vehicle return to service performance numbers.
- d. The status of all Clean Fuel Programs that affect the Department, and the availability/status of all Clean Fuel funding revenues that could assist the Department in meeting clean fuel goals. The report shall include the status of Clean Fuel programs currently in progress, e.g., vehicles completed,

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vehicles still to be done, and is program on schedule and cost to date.

- e. The description, amortization, serial number, cost, and date of purchase of all equipment purchases or facility improvements valued at \$3,000 or more. This is to be the current amortization status of equipment purchases or facility improvements for this Agreement.
- f. The description, amortization, serial number, cost, date of sale and revenue for any equipment sold that, when new, was acquired for \$3,000 or more.

LL. ANNUAL REPORTS

Contractor shall supply the County Project Manager with an Annual Report, within thirty (30) calendar days following the anniversary date each year of this Agreement, with the report containing the following minimum information:

- Maintenance and Repair cost per mile by vehicle class as specified in Paragraph SS of this Statement of Work, and as requested by the County Project Manager or his/her designee.
- b. Accident Repair Costs per mile by vehicle class (same as M and R classes) as specified in Sections SS and TT of this Statement of Work, and as requested by the County Project Manager or his/her designee. Accident Costs by Unit of Assignment, by quantity and type, e.g. collision, bottom-out, etc., by vehicle class (same as M and R classes), as specified in Sections SS and TT of this Statement of Work, and as requested by the County Project Manager or his/her designee. Information shall be presented in hard copy, and on a CD, in a database/spreadsheet format such as Paradox, Excel, QuattroPro, or other format that is specified by the County Project Manager, so that the information may sorted as necessary.
- c. Miles between breakdowns by Vehicle Type classes 1 and 2 emergency black and white patrol sedans, Vehicle Type classes 19 and 22 emergency black and white patrol SUV's, Vehicle Type class 16 emergency black and white patrol motorcycles in Customer Numbers 14038 and 1600 (does not include training motorcycles in Customer Number 1000), and Vehicle Type classes 30, 31, 34, and 37, Prisoner Transport buses assigned to Central Jail, Domicile CST.
- d. Energy saving measures, by specific repair location.
- e. Contractor telephone expenses by telephone number, type of service, location, and by County/Contractor ownership.

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- f. An annual review, status, and upcoming years projections of Emission Reduction/Clean Fuel Programs that affect the Department, to include requirements, grant funds available, technology, etc. Contractor shall include in its Annual Report, the Department's Clean Fuel Program status. The report shall include the status of Clean Fuel programs affecting Department vehicles, especially those currently in progress, as well as the advantages and disadvantages of each type of alternative fuel being used to include maintenance and repair costs of these vehicles. Recommendations and adjustments to the Clean Fuel Program section of the Operational Plan shall be made based, in part, on Contractor's Annual Report.
- g. Total revenues/savings received from warranty claims for parts/components.
 - includes a list of ten (10) most failed parts/components, with quantity, manufacturer, percent recovery, and warranty period listed.
- h. Emergency Response Vehicles and Catalina vehicle inspection summaries for the previous year.
- i. Two (2) copies of the updated Quality Control Plan, subject to approval of the County Project Manager.

MM. WARRANTY MANAGEMENT

Contractor shall provide the following warranty management under this Agreement:

MM.1 Warranty Work

Contractor shall ensure that Department vehicles, equipment, and parts are properly installed and/or otherwise maintained in compliance with manufacturer's warranty requirements. Contractor shall be responsible for and administer all warranties, for vehicles, equipment, and parts, associated with management of the Department's fleet. Contractor shall be responsible and ensure, with assistance from Department, that the delayed start of warranty program is properly implemented when vehicles are activated. Contractor shall coordinate with the appropriate manufacturers to have vehicles, equipment, and parts repaired and/or replaced. Contractor shall deliver and/or make available to the manufacturer's representatives, all vehicles, equipment, and parts covered by warranties. Department personnel may assist when available.

MM.2 In-house Warranty Work

Contractor may seek authorization from various vehicle and equipment manufacturers, as approved by the County Project Manager, to perform

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warranty work on Department-owned vehicles and equipment. Such work will be reimbursed directly to the Contractor by the manufacturer and the County will be held harmless from payment for such work. A percentage (0% - 100%) of the payments and adjustments received by the Contractor for warranty work shall be credited to the Department account. The percentage of payments and adjustments for Department credit shall be agreed to by the Contractor and approved by the County Project Manager.

MM.3 Fleet MIS Tracking of Warranty Work

Contractor shall track the status of all warranties, warranty claims, and reimbursements for vehicles, equipment, and parts in the Fleet Management Information System - ShopFax.

MM.4 Reporting

Contractor shall include in the Monthly Report all revenue received from warranty reimbursements on vehicles and equipment, and the percentage credited to County. Warranty reimbursements shall be categorized by type of warranty claim (vehicles, equipment, components, parts, etc.)

NN. MANUFACTURER'S RECALL PROGRAMS AND TECHNICAL SERVICE BULLETINS

NN.1 Manufacturer's Recalls

Subsequent to the County Project Manager's submission of recall information/notices to Contractor, Contractor shall be responsible for all recalls, both for vehicles and parts, associated with management of the Department's fleet. Contractor shall also coordinate with the appropriate manufacturers to identify, track, and complete all recalls in a timely manner. Contractor shall deliver and/or make available to the manufacturer, all Department fleet vehicles/parts requiring recall inspections, repairs, or modifications. Contractor shall also coordinate with Department and be responsible for manufacturer's recalls, including manufacturer's campaigns, for vehicles held in storage, prior to activation into the fleet. Any storage vehicle inadvertently not repaired during a manufacturer's recall will become the responsibility of the Contractor. Contractor shall ensure that all recall programs are completed in no more than one hundred and twenty (120) days from the initial date of the recall publication, unless otherwise specified by the County Project Manager. A shorter recall completion time may be required by the County Project Manager due to the urgency of the recall, be it a safety issue, special needs of the Department, or other similar circumstance. Should the recall completion become extremely urgent, not as a result of Contractor's failure to act on this recall in a timely manner, the County Project Manager or his/her designee may authorize Contractor to invoice

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Fee-for-Service at the Overtime labor rate for all recall work performed outside of normal business hours, in accordance with Section V V, and Exhibit C, Pricing Sheet. Department personnel may assist Contractor in completing recalls with both active and storage vehicles, when available, and when directed to do so by the County Project Manager.

NN.2 Fleet MIS Tracking of Manufacturer's Recalls

Contractor shall track the status of all manufacturer's recalls for both parts and vehicles in the Fleet Management Information System.

NN.3 Reporting

Contractor shall include the status of all manufacturer's recall programs in the Monthly Report. This shall include the number and description of each recall program, the quantity/percentage of vehicles remaining and completed.

NN.4 Manufacturer's Technical Service Bulletins

Contractor shall be responsible for acquiring all manufacturer's technical service bulletins pertaining to all vehicles in the Department's fleet. Contractor shall, in a timely manner, disseminate technical service bulletin information to all supervisors and mechanics who repair and maintain vehicles in the Department's fleet. Contractor shall ensure that bulletin directives are followed, unless otherwise directed by County Project Manager.

OO. QUALITY ASSURANCE

OO.1 Department's Contract Monitors

The Department's Contract Monitors and Technical Representatives shall monitor Contractor's performance using quality assurance procedures to ascertain that Contractor is in compliance with this Agreement.

OO.2 Performance Evaluation Meetings

Performance evaluation meetings shall be held jointly by the County Project Manager, the County Supervising Monitor and/or their designee, the Department's Contract Monitors, the Contractor's Project Director, the Contractor's Project Manager, and Contractor's supervisors, as appropriate, or as requested by County. Usually these meetings will not be held more often than once per month and will not be for a period of more than one hour, absent exigent or unusual circumstances. The County Project Manager, the

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County Supervising Monitor, and/or their designee, reserve the right to schedule more frequent and/or longer meetings if Contractor's performance does not meet an acceptable level. An acceptable level is determined by the County Project Manager, the County Supervising Monitor and/or their designee, and will include but not be limited to, the Contractor adhering to the Performance Standards, Exhibit E, meeting the benchmarks specified in this Agreement, and overall compliance with the requirements of this Agreement.

OO.3 Contract Discrepancy Reports

- OO.3.a Verbal notification of a contract discrepancy and/or written inspection report will be given to the Contractor's Project Manager or designee as soon as possible whenever an Agreement discrepancy is identified. The problem shall be resolved as expeditiously as possible by the Contractor's Project Manager. A formal Contract Discrepancy Report may be issued at that time or may follow shortly thereafter.
- OO.3.b When a written Inspection Report is issued by a Department Contract Monitor, it will be faxed, mailed or hand delivered to the Contractor's Project Manager, Operations Manager, appropriate Supervisor, or on-site mechanic. If a written response is required, the Contractor respondent will fax, mail, or hand deliver the response directly to the Contract Monitor who issued the report. The response shall be delivered within three (3) business days, unless otherwise specified.
- OO.3.c. The County Project Manager shall determine when and if formal Contract Discrepancy Reports are issued.
- OO.3.d If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the Contractor's Project Manager or the Contractor's Project Director.
- OO.3.e Upon receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to the County Project Manager within five (5) business days, unless otherwise specified in the Contract Discrepancy Report. Contractor must acknowledge the reported discrepancy or present evidence to the contrary. If the reported discrepancy is acknowledged, Contractor shall present a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report, by the stated deadline in the report, and/or as directed by the County Project Manager.

OO.4 Credits for Contract Discrepancies

- OO.4.a. The County Project Director shall have the discretion to impose liquidated damages (monetary credits back to County and/or deductions) for formal Contract Discrepancy Reports issued to Contractor when non-compliance or poor performance is identified. Liquidated damages (monetary credits back to County and/or deductions) shall be imposed in accordance with this Agreement, and as specified in Exhibit E, Performance Standards, on a per vehicle / per incident basis, as determined by the County Project Director.
- OO.4.b. If liquidated damages (monetary credits back to County and/or deductions) are imposed on the Contractor, it shall either be deducted from, or recorded as a credit to the County's monthly invoice submitted by the Contractor, as determined by the County Project Director.
- OO.4.c. The County Project Director shall determine any liquidated damages (monetary credits back to County and/or deductions), other than the Automatic Deductions listed in Paragraph 11.0 Liquidated Damages, that are to be imposed upon Contractor based upon, but not limited to, factors such as:
 - 1. Exhibit E Performance Standards
 - 2. Seriousness of the agreement deficiency
 - 3. Number and kind of deficiencies previously identified
 - 4. Monetary damage and/or loss of service to the County and its citizens caused by Contractor's failure to perform in the incidents identified.
- OO.4.d The Department is committed to maximizing its fleet efficiency and conserving Department resources, and expects Contractor's commitment to be the same. In this regard, the County Project Manager shall work with Contractor to resolve any performance issues that may arise.
- OO.4.e Liquidated damages (monetary credits back to County and/or deductions) imposed on the Contractor by the County Project Director for documented agreement discrepancies shall be increased incrementally, in accordance with, Exhibit E, Performance Standards, of the Statement of Work, in the event the same Agreement discrepancy occurs a second or subsequent time.

PP. DAMAGE TO OR LOSS OF DEPARTMENT OR OTHER COUNTY VEHICLES OR EQUIPMENT

The repair or replacement cost for damage to or loss of County vehicles and equipment as a result of Contractor and/or vendor's failure to perform in accordance with the provisions of this Agreement, shall either be deducted from, or credited to, the County's monthly invoice submitted by the Contractor, as determined by the County Project Manager. Contractor shall be responsible for obtaining reimbursement from vendors when appropriate.

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RR. VEHICLE AND EQUIPMENT MAINTENANCE REQUIREMENTS

- RR.1 Contractor shall ensure that the Department experiences the greatest amount of vehicle availability possible. Vehicles are determined to be available if they are mechanically fit to perform their designated missions. Vehicles that are not available for service are defined as being "out-of-service". Contractor shall categorize vehicle out-of-service time and record in the Fleet Management Information System ShopFax in "real time" and with correct repair order Repair Reasons, such as PM, Driver's Report, Accident (DTA), Manufacturer's Recall, Hold for Inspection, etc. The timing and accuracy of repair order opening and Repair Reason assignment is critical to determining the actual availability of the Department's vehicles and the Contractor's compliance with the required service levels.
- RR.2 Contractor shall report on the following availability categories by vehicle/equipment age for informational purposes only:
 - RR.2.a. Vehicles less than three years old 98%
 - RR.2.b. Vehicles three to five years old 95%
 - RR.2.c. Vehicles five or more years old 93%
 - RR.2.d. Active, in-service vehicle/equipment overall availability percentage
- RR.3 Contractor shall report overall vehicle availability percentage daily and as part of the Monthly Report. Availability by vehicle age categories of Section RR.2 shall be reported monthly. The monthly availability report information shall be an average of "available" vehicles identified at 2:30 PM each business day or as otherwise specified by the County Project Manager. Monthly reports shall be forwarded to the County Project Manager and his/her designee, no later than the fifth business day of the subsequent month.
- RR.4 Contractor shall ensure that actual labor times for repairs are recorded on repair orders. Flat-rate labor times shall be recorded on repair orders when

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required by County Project Manager or his/her designee. Unless authorized in advance by the County Project Manager, County shall not pay more for Fee-for-Service repairs than the Motor Labor Guide flat-rate times. Where flat-rate times do not exist, industry averages shall be used, as approved by County Project Manager. When neither industry averages nor flat-rate times exist, Contractor shall receive competitive labor hour bid estimates, as approved by the County Project Manager.

SS. MAINTENANCE AND REPAIR (M&R) COST PER MILE

M&R Cost per Mile is defined as the total dollar amount - fully allocated labor, parts, and vendor cost - spent during the year divided by total annual mileage, for each category of vehicles. This measure excludes costs associated with make-ready work, accident repair, and warranty repair work, unless requested by County for inclusion. Contractor shall report M&R cost per mile performance for the following categories in the Annual Report:

- a. Emergency black & white patrol vehicles sedans.
- b. Non-emergency sedans.
- c. Trucks up to and including 10,000 GVW; e.g. pickups, utility trucks, etc.
- d. Trucks over 10,000 lbs. GVW, but not including tractor/trailers.
- e. Emergency black & white patrol SUV's .
- f. Black and white 4x4's; e.g., Blazers, etc.
- g. Vans; e.g., passenger/prisoner transport, cargo, etc.
- h. Inmate transport buses, i.e. Central Jail/Wayside local on-road bus fleet.
- i. Inmate transport buses, i.e. Central Jail/Wayside statewide bus fleet.
- j. Truck Tractors.
- k. Motorcycles; on-road only.
- I. Additional categories as specified by County Project Manager or his/her designee

TT. ACCIDENT REPAIR COST PER MILE AND ACCIDENT COSTS

Accident Repair Cost per Mile is defined as the total dollar amount - fully allocated labor, parts, and vendor cost - spent during the year for vehicle accident repair divided by total annual mileage, for each category of vehicles. Accident Cost is defined as the total dollar amount - fully allocated labor, parts, and vendor cost spent during the reporting period for vehicle accident repair, plus the net value of the vehicles lost due to accident (vehicles determined not cost effective to repair, i.e. totals), less the Like-Kind Quality (LKQ) value of parts re-utilized in the repair of other vehicles, for each category of vehicles. Net value of vehicles shall be determined using Kelly Blue Book figures, the prorated value of emergency equipment destroyed, less the salvage amount obtained from auction, if any. Contractor shall report Accident Repair Cost per Mile in the Annual report for the same categories as listed in Section SS of this Statement of Work. Contractor shall report Accident Costs by Unit of Assignment, by quantity and type, e.g. collision. bottom-out, etc., by vehicle class (same as M and R classes), as specified in Sections SS and TT of this Statement of Work, for any specific time period, when requested by the County Project Manager or his/her designee. Information shall be presented in hard copy, and on a CD, in a database/spreadsheet format such as Paradox, Excel, QuattroPro, or other format that is specified by the County Project Manager, so that the information may sorted as necessary.

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V V. FEE-FOR-SERVICE

- V V.1 Contractor shall provide Fee-for-Service repair and maintenance services, at labor rates specified in Exhibit C, Pricing Sheet, of this Agreement, for actual hours worked, and parts/oil analysis costs at actual Contractor cost with tax, plus a six percent (6%) administrative handling fee for parts and oil analysis. For the purpose of Sections V V.1.a. through V.V.1.p, and other Fee-for-Service labor, actual hours shall be defined as actual mechanic labor time, not to exceed the times listed in the Motor Labor Guide, specified PM and other inspection times in Attachment 4, Preventative Maintenance Schedules, Labor times and Vehicle Classifications, designated time authorized by County for repairs not listed in the Motor Labor Guide, CCC System body/paint estimated time, or Genesis Measuring System, as appropriate and for the following categories:
 - V V.1.a. Vehicles, equipment, and boats assigned to a Fee-for-Service category, as approved by the County Project Manager or his/her designee, or in accordance with pre-approved spending limit guidelines provided by the County Project Manager.

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- V V.1.b. Vandalism; when approved by the County Project Manager or his/her designee.
- V V.1.c. Vehicle Abuse, as determined by the County Project Manager or his/her designee.
- V V.1.d. Repairs normally covered under a vehicle's new car warranty, but no longer covered by the manufacturer due to extended storage time by the Department, as determined by the County Project Manager, or his/her designee. This does not include used vehicles purchased from auctions as referred to in Section V V.1.i.
- V V.1.e. Fabrication of equipment to include, but not limited to, security screens, cages, console boxes, security bars, light bar mounts, switch panels, body modifications, ventilators, gun racks, fire extinguisher brackets, special bodies, bumpers, push bars, communication mounting racks, flashlight holders, auxiliary power outlets, radio mounting racks, electrical wiring packages, and other customization and reinforcing, as determined by the County Project Manager, or his/her designee.
- V V.1.f. Contractor shall be paid Fee-for-Service, in accordance with the rates specified in Exhibit C, Pricing Sheet, for any overtime incurred by Contractor personnel assisting with vehicle testing, as specified in Section F.8., when applicable.
- Vehicle outfitting in excess of (350) "fully outfitted" vehicles per V V.1.q year, or in excess of forty (40) "fully outfitted" vehicles per month, and preparation for disposal in excess of (350) "fully outfitted" vehicles per year or in excess of forty (40) "fully outfitted" vehicles per month. This includes, but is not limited to, installation or removal of security screens, cages, console boxes, security bars, skid plates, light bar mounts, switch panels, body modifications, ventilators, gun racks, fire extinguisher brackets, bodies, bumpers, push bars, communication mounting racks, flashlight holders, auxiliary power outlets, radios and radio mounting racks/trays, electrical and communication and MDT/MDC computer wiring packages, and other customized or reinforced equipment, as determined by the County Project Manager or his/her designee. Vehicle outfitting and preparation for disposal of vehicles in excess of a total of sixty (60) per month in either outfitting or disposal, or the vehicles exceeding the "fully outfitted" vehicle quantities listed above, shall be charged as

Fee-for-Service, at the Overtime/Premium Agreement rates specified in Exhibit C, Pricing Sheet, for vehicles exceeding each category.

- V V.1.h Major repairs to disposal vehicles in order to increase the resale value of the vehicle, such as a complete re-paint, significant upholstery work, etc., as determined by the County Project Manager or his/her designee. Installation rear door handle actuating rod assemblies, as determined and requested by County Project Manager
- V V.1.i First time repairs/servicing, "new" vehicle preparation, and outfitting of <u>used</u> vehicles/ equipment being brought into the fleet part way through their service life cycle. Subsequent repairs will be Fixed-Fee, should the vehicle be put into the Fixed Price category. Vehicles and equipment in this category include but are not limited to vehicles purchased from auctions, military surplus, donated or seized vehicles. No factory and/or County warranty is guaranteed or implied for these vehicles.
- V V.1.j Repairs performed on vehicles specifically put in a temporary Fee-for-Service category, as specified by the County Project Manager, to include but not limited to, vehicles in the process of being refurbished.
- V V.1.k Special projects such as the Rose Parade, elections, and other events when specified and approved by the County Project Manager.
- V V.1.I Light bar lens replacement on vehicles as a result of corrosion, fogging over, fading, clear-coat discoloration, and peeling, not as a result of the Contractor's failure to properly maintain the vehicle/equipment as determined by the County Project Manager or his/her designee.
- V V.1.m Labor, at rates specified in the Agreement, Exhibit C, Price and Schedule of Payments, in <u>emergency situations</u>, when outside normal business hours and on an overtime basis.
- V V.1.n Additional vehicle processing in excess of five hundred and fifty (550) per year, or in excess of sixty (60) vehicles per week, as specified in Section ZZ.1.e, shall be charged as Feefor-Service, at the rates specified in Exhibit C, Pricing Sheet, and for labor times mutually agreed upon by both Contractor and County Project Manager.

- V V.1.0 Recall and/or campaign work performed outside of normal business hours when requested by the County Project Manager or his/her designee, as required by County due to the urgency of a specific recall and/or campaign, be it a safety issue, special needs of the Department, or other similar circumstance. Should a specific recall and/or campaign completion become extremely urgent, not as a result of Contractor's failure to act on this recall in a timely manner, the County Project Manager or his/her designee may authorize Contractor to invoice Fee-for-Service at the Overtime labor rate for all recall and/or campaign work performed outside of normal business hours, in accordance with this Section V V and Exhibit C, Pricing Sheet.
- V V.1.p Any parts and labor costs determined to be additional as a result of the Department's conversion from Mobile Digital Terminals to Mobile Digital Computers, as determined by the County Project Manager or his/her designee.
- V V.2 Contractor shall provide Fee-for-Service repair and services, at labor rates specified in Exhibit C, Pricing Sheet, of the Agreement, for CCC Crash/Body Repair and Paint Estimating Guide estimated hours. Frame repair times shall be in accordance the estimated time provided by the Genesis Measuring System, or as approved by the County Project Manager, or his/her designee. Paint materials, to include paint, primer, activators, thinners, reducers, and hardeners for accidents and other Fee-for Service body/paint repairs, for the CCC Guide estimated paint labor hours at the Paint Material rates specified in Exhibit C, Pricing Sheet, and parts at Contractor's actual cost with tax, plus a six percent (6%) handling fee, for estimates approved by the County Project Manager or his/her designee, for categories VV.2.a, VV.2.b, and VV.2.c.
 - V V.2.a. Accidents; when approved by the County Project Manager or his/her designee.
 - V V.2.b. Paint and body repairs, not as a result of an accident, vandalism, or operator abuse, when requested and approved by the County Project Manager or his/her designee
 - V V.2.c Paint and body repairs performed on vehicles as a result of corrosion, fading, clear-coat discoloration, and peeling, <u>but not as a result of the Contractor's failure to properly maintain the vehicle/equipment as required in this Agreement, and as determined by the County Project Manager or his/her designee.</u>

- V V.2.d. Removal of body, mechanical, and electrical parts from damaged or otherwise "removed from service" Department vehicles in order to re-utilize parts in the repair of other Department vehicles still in-service. Labor charges for the removal of these parts shall be in accordance with rates listed in Exhibit C, Pricing Sheet, and labor times, not to exceed ten (10) hours for the complete dismantling of a vehicle, as approved by the County Project Manager or his/her designee.
- V V.3 Contractor shall provide direct purchases (Direct Purchase) of parts, services (e.g. Fee-for-Service oil analysis and Fee-for-Service towing - T.3). equipment, special parts delivery as specified in Section W.3, related materials, and supplies, as directed by the County Project Manager. Parts such as Emergency Response Vehicle rims shall be in this category: acquiring a sufficient stock of these rims is essential to have an adequate number of readily mounted tires for patrol vehicles at all Department repair locations. The actual number and types needed shall be determined by a joint review of existing inventory, model changes, etc., and approval by the County Project Manager or his/her designee. The additional stock of tires, mounting, balancing, and delivery are Contractor responsibility under the Fixed Price portion of the Agreement. Specialized services in this category are for Fee-for-Service category equipment and/or other County approved Fee-for-Service charges that are determined by County as "more efficiently provided" and/or services expected to be out-sourced by the maintenance Contractor, as determined by the County's Project Manager or his/her designee. These services include, but are not limited to, window tinting, vehicle alarm installation, trash disposal dumpsters not covered under Fixed Price, as specified in Section E.1, speciality radio, Lojack, or GPS equipment, and the certification of man-lifts, truck booms, and tankers for Fee-for-Service category equipment. Contractor shall also provide engine oil analysis for all Department boats when requested by County Project Manager, the County Supervising Contract Monitor, or their designee. Contractor shall make every effort to obtain the best price for all requested purchases. The above items/services shall be acquired after competitive bidding through the Contractor's purchasing unit, using a selection process approved by the County Project Manager. These shall be Fee-for-Service purchases to be charged to County at Contractor's actual cost with tax, plus an administrative handling fee not to exceed six percent (6%).
- V V.4 All Fee-for-Service work is subject to prior approval by County Project Manager, County Supervising Contract Monitor, or their designees. Any Fee-for-Service work performed without this approval shall be deemed a gratuitous effort on the part of the Contractor and Contractor shall have no claim whatsoever against County therefore.

- V V.5 Contractor shall document work approval in "Comments" section of each Fee-for-Service repair order. Documentation shall include:
 - a. Date and time of approval
 - b. Name and title of Department Fleet Management personnel providing approval
 - c. Approval Number, if given
 - d. Labor Hours and Total Dollar Amount Approved

WW. ACCIDENT REPAIRS

- WW.1 Contractor shall be responsible for processing accident repairs including transportation of vehicle(s) to/from repair sites, appraisals of vehicle's value, providing repair estimates with digital pictures of damage, repairing vehicle to OEM/industry standards, ensuring the timeliness and quality of repairs. Contractor shall also be responsible for the timely processing and payment of invoices to subcontractors.
- WW. 2 Contractor shall complete two (2) types of repair estimates for each accident/incident within two (2) business days after receipt of vehicle(s) involved in an accident. Contractor shall provide a standard, full and complete estimate, with digital pictures. The digital pictures are to be taken of all four (4) corners of the vehicle, displaying the license plates, the Department assigned vehicle number, and covering all damages relating to the accident(s) and/or incident(s), for use by the Department's subrogation unit. Contractor shall also provide a "net cost to repair" or "Department" estimate to cover the repair of all damages relating to the accident and/or incident. This estimate will use the labor, parts, and material costs specified in this Agreement, and will account for the cannibalized parts from other Department vehicles that are re-utilized for the repair. The labor costs to remove the cannibalized parts, if any, are to be included and identified on the repair estimate and repair order, in accordance with Section V V.2.d and Exhibit C, Pricing Sheet.
- WW.3 All accident repair estimates by Contractor must be in accordance with accepted industry standards for each repair and shall not exceed the CCC Crash Estimating Guide for parts cost or labor time allowances. Frame repair times shall be in accordance with the estimated time provided by the Genesis Measuring System, or as approved by the County Project Manager, or his/her designee.
- WW.4 Contractor will make replace versus repair recommendations for accident repairs deemed to be uneconomical. Recommendations shall be based on, at a minimum, vehicle condition, Kelly Blue Book value, life-cycle cost, and replacement cycle of the damaged vehicle, as outlined in the replacement policies of Department. Contractor shall ensure that replace

County of Los Angeles Sheriff's Department versus repair recommendations accompany the repair estimate and are submitted to the County Project Manager within two (2) business days of the Contractor receiving vehicle(s) involved in an accident.

- WW.5 Contractor may acquire accident repair agreements with outside vendors in the North County area, for the timely repair of fleet vehicles assigned to Lancaster, Palmdale, Mira Loma, Pitchess Detention Center, Santa Clarita, and other units in that area, or local vendors for work overload (unusually high volume of accident repair work). Contractor shall be responsible for delivering the necessary parts to the vendors, as provided by Department, at no additional cost to County. All repair, estimate, billing, and other requirements detailed in Sections V V and W W apply to vehicles repaired by outside vendors. See Exhibit A, Paragraph, 1.0, Subcontracting. Use of this provision, Section W W.5, must be approved, in writing, by the County Project Manager.
- WW.6 When specified by the County Project Manager or his/her designee, Contractor shall not begin work until a "Report of Vehicle Accident" has been received. Procedures that define this process shall be established by County Project Manager at the commencement of this Agreement. The Department "File Number" for the accident report shall always be recorded on the repair order, prior to it being closed, regardless of whether the Accident Report was actually received. Exceptions to the requirements in this paragraph may be authorized, in writing, by the County Project Manager or his/her designee.
- WW.7 Contractor shall begin calculation of out-of-service time for vehicle(s) involved in an accident based on when the vehicle is provided to the Contractor to begin the estimate/repair process. Vehicle out-of-service time must be categorized to illustrate:
 - WW.7.a. The amount of time necessary to receive the decision to repair or replace from the County Project Manager, if applicable.
 - WW.7.b. The number of labor hours required to complete the repair.
 - WW.7.c. The estimated date of completion and return to service.
- WW.8 Vehicles requiring work from more than one segment of the Contractor's operation, i.e. paint shop, body shop, mechanical repair, etc., shall be moved from one segment to the other based upon the original out-of-service date, and shall not be considered as a "new arrival" at each subsequent segment. A tracking repair order shall be opened at the same time as the initial accident repair order in order to keep track of the total out-of-service time of the vehicle, regardless of accident and/or mechanical repairs. This tracking repair order shall not be closed until all

work is completed.

- WW.9 In those cases wherein the County Project Manager determines that the Contractor's estimate for repairs or the proposed out-of-service time for a vehicle is excessive, the County Project Manager may, at his/her discretion, obtain estimates and repairs from outside vendors.
- WW.10 Additionally, Contractor shall submit an individual summarized listing, as requested, of accident repair costs by vehicle, by accident, to the County Project Manager, or his/her designee, who will coordinate with the Department's Risk Manager to ensure repair cost recovery from outside liable parties in every possible instance. Accident records and estimates shall be maintained by Contractor for a period of five (5) years.
- WW.11 Out of Service Time Contractor shall complete repairs within seven (7) business days for any Department vehicle brought in for Minor Accident Repairs, unless specifically authorized a time extension by the County Project Manager, or his/her designee, in writing. A Minor Accident Repair is defined as a body/paint repair that is estimated to take ten (10.0) hours or less, according to the CCC Crash Estimating Guide labor time allowances and/or accepted industry standards for vehicles not listed in the guide. Such repairs include, but are not limited to, bottom outs that include removing radiator/ac condenser (replacing if required), recharging air conditioning system and straightening bent radiator supports, replacing and painting a new or cannibalized part such as a door, fender, hood, or bumper assembly, repairing minor body damage or replacing door hinges, door glass/channel runs, push bars, front/rear bumper assemblies, header panels, and minor welding of frame/body that does not require frame straightening. Contractor shall complete repairs within twenty-one (21) business days for any Department vehicle brought in for Major Accident Repairs, unless specifically authorized a time extension by the County Project Manager, or his/her designee, in writing. A Major Accident Repair is defined as a body/paint repair that is estimated to exceed ten (10.0) hours, according to the CCC Crash Estimating Guide labor time allowances and/or accepted industry standards for vehicles not listed in the guide. All estimates are subject to the approval of the County Project Manager, or his/her designee, as is the determination of the repair time defining Minor or Major Accident Repairs.
- WW.12 Contractor shall thoroughly inspect vehicles that have had accident repairs completed at the Eastern Avenue facility for needed mechanical repairs or services. This shall include but not be limited to any mechanical/electrical system or interior/exterior component needing repair, any local, state and federally mandated safety or emission inspection, any preventive maintenance service either due or overdue,

and any other inspection, recall, or campaign. Repair orders for vehicles requiring additional mechanical work shall be opened immediately after accident repairs have been completed. The out-of-service time calculation for mechanical repairs shall immediately begin and out-of-service time shall be in accordance with Section O.2. Vehicles leaving the Eastern Avenue facility shall be ready to return to full service.

- WW.13 Out-of-service time calculations shall end after the County Project Manager, or his/her designee, has been notified that the vehicle has been repaired, safety and quality control inspected by Contractor, and is ready to return to service. The closed repair order, copies of the Quality Control check sheet, and parts/vendor invoices shall be provided to County with the vehicle, in order for vehicle to be considered completed.
- WW.14 Department reserves the right to perform it's own work and/or send to outside vendors.

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YY RECORDS KEEPING REQUIREMENTS

To assure that both the Contractor and County have an accurate, historical and upto-date record of maintenance and repairs on County vehicles and equipment, vehicle out-of-service rates, costs, Contractor performance, etc., Contractor shall keep copies on file during this Agreement, and for a period of five (5) years after the conclusion of this Agreement, all records, to include, but not limited to the following:

- · All Daily, Monthly, Quarterly, and Annual Reports
- All Monthly Invoices
- All Mandated Inspections as specified in Section O.6, Exhibit B. SOW
- · All Quality Control Plans
- All Operational Plans
- All Contract Discrepancy Reports with Responses
- Other records specified for storage throughout the Agreement

ZZ ADDITIONAL FLEET REQUIREMENTS AND RESPONSIBILITIES

ZZ.1 Vehicle/Equipment Receiving and Licensing Work

ZZ.1.a County provides labor and related administrative services for receiving vehicles/equipment, confirming the vehicles/equipment meet specifications, and creating Department birth certificates. County also promptly matches vehicle/equipment delivery

County of Los Angeles Sheriff's Department

Exhibit B Statement of Work information with Purchase Orders and provide documents to the County Project Manager or his/her designee (vehicle/equipment purchases with discounts are processed as a rush for priority payment by Los Angeles County). Contractor shall obtain and secure vehicle, boat, equipment, and trailer titles, registrations, and licenses (including undercover) through the Department of Motor Vehicles (DMV) and/or other agencies as required. Contractor shall be responsible for all clerical, pickup and delivery requirements for all DMV forms and related documents necessary to process and/or otherwise provide DMV related services for all Department vehicles/equipment. Contractor shall process all paperwork for titles, registrations, and licenses and send to DMV within five (5) business days of receipt of the paperwork, for "E" plate and "cold plate" vehicles, unless otherwise specified by the County Project Manager.

- ZZ.1.b Contractor shall process up to sixty (60) vehicles per week using procedures approved by the County Project Manager, and shall deliver title, plates, registration, and the rest of the paperwork associated with the DMV registration process to the County Project Manager's designee.
- ZZ.1.c Contractor shall report the quantity, listing by vehicle number, and status of all vehicles processed through DMV, in process with DMV, and vehicles waiting to be processed with DMV for the month. Report shall separate the vehicles by these categories, as prescribed by the County Project Manager. Contractor shall maintain the data in a Department approved computer program (Quattro Pro). Contractor shall provide the report, in both hard copy and on compact disk, of all vehicles/equipment for each month, as well as from "Agreement start to date". This report shall be part of the Contractor's Monthly Report.
- ZZ.1.d Contractor shall provide these services for all Department vehicle/equipment requirements to include, but not be limited to new vehicle/equipment purchases, auction purchases, annual tag renewals, bailments, seizures, donations, Federal surplus property, and other acquisitions/temporary loans.
- Additional vehicle processing as specified above, in excess of five hundred and fifty 550 per year, or in excess of sixty (60) vehicles per week, will be charged as Fee-for-Service, at the rates specified in Exhibit C, Pricing Sheet, and for labor times mutually agreed upon by both Contractor and County Project Manager.

- ZZ.2 <u>Preparation of Disposal Vehicles and Documents for Sale at Auction and/or Cannibalization</u>.
 - ZZ.2.a Contractor shall provide labor and related administrative services for the preparation of disposal vehicles, equipment, boats, trailers, tools and all related documents for sale at auction, as prescribed by the County Project Manager or his/her designee. Contractor is responsible for preparation of vehicles and equipment for disposal. Contractor shall inspect the disposal vehicles/equipment and shall compile, complete, and verify all disposal related documents to include, but not limited to, Department approved "Going Out-of-Service Inspection" and "Preparation for Auction Inspection" Forms, vehicle/equipment title(pink slip), court orders and other ownership documents.
 - **ZZ.2.b** Contractor shall, as directed by the County Project Manager's designee, coordinate with the County Auction Vendor for pickup/delivery of disposal vehicles/equipment. Contractor shall document all pickup, delivery, and sales of vehicles/equipment by the auction vendor. Contractor shall expedite the disposal preparation and auction sale process of Department vehicles/equipment so as to minimize the storage area needed for this equipment in and around the Eastern Avenue facility. Contractor shall prepare and coordinate the auction sale of up to sixty (60) vehicles and all related disposal documents per month, up to a total of five hundred and fifty (550) vehicle/document packages per Agreement year, under the Fixed Price portion of the Agreement. Additional vehicle processing as specified above, in excess of five hundred and fifty (550) per year, or in excess of sixty (60) vehicles per month, will be charged as Fee-for-Service, at the rates specified in Exhibit B, Pricing Sheet, and for labor times mutually agreed upon by both Contractor and County Project Manager.
 - ZZ.2.c Contractor shall maintain the data in a Department approved computer program (Quattro Pro), of all vehicles/equipment sent to auction, and of all auction transactions, to include all sales details, as prescribed by the County Project Manager. Contractor shall provide a report, in both hard copy and on disk, of all vehicles/equipment sent to auction, vehicles/equipment sold at auction, and vehicles cannibalized each month, as well as this information from the Agreement start date to the current date each month. This report will be part of the Contractor's Monthly Report.

ZZ.3 <u>Vehicle/Equipment Cleaning and Detailing</u>

Contractor shall provide vehicle and equipment washing, cleaning, and waxing, at the Eastern Avenue facility, to include supplies, for up to (5) vehicles per business day. The vehicle's interior, carpet, and upholstery will be vacuumed and cleaned as specified by the County Project Manager and/or his/her designees. Contractor may use the Department car wash for the exterior washing portion of this requirement.

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STATEMENT OF WORK - ATTACHMENT 1 DEPARTMENT VEHICLE INVENTORY FIXED PRICE VEHICLES

Established as of February 01, 2006

VEHICLE TYPE*	NUMBER	VEHICLE TYPE NUMBER
1 - Sedans - Black & White	1334	61 - Van up to 12 pass Solid 193
2 - Sedans - Black & White Refurb	119	64 - Van 15 passenger - Solid 27
4 - Pickup 2 wheel drive - B/W	38	66 - Food Van 0
7 - Pickup 4 wheel drive - B/W	7	67 - Van Cargo Solid 10K or < GVW 158
10 - Van up to 12 pass B/W	22	68 - Step van 11
13 - Van 15 passenger - B/W	15	69 - Van Cargo Solid 10K or > GVW 2
15 - Solid Motorcycle - On Road	18	70 - Truck Utility 10K or < GVW 46
16 - Motorcycle - B/W - On Road	112	71 - Van Utility 10K or < GVW 7
19 - S.U.V. Black/White - 2WD	13	72 - Truck Utility 10,001 or > GVW 15
22 - S.U.V. Black/White - 4WD	42	73 - Pickup Truck - Solid 202
25 - Cargo Van - Black/White	11	74 - Van Utility 10,001or > GVW 6
28 - 4x4 Rescue Truck - B/W	15	76 - Truck Cargo - Bobtail 25
30 - Para-Trans GVW 10K or Higher	5	79 - Truck Cargo - Stake side 41
31 - Bus B/W 25-35 Passenger	2	80 - Refrigeration Unit - Attached 0
34 - Bus B/W 36-49 Passenger	10	82 - Truck - Refrigerated 6
37 - Bus B/W 50-60 Passenger	67	85 - Truck - Dump 12
39 - Display Vehicles	0	86 - Truck - Boom 6
40 - Sedan Solid - large	498	88 - Truck - Tanker 3
43 - Sedan Solid - medium	651	90 - Truck - Tractor 28
46 - Sedan Solid - small	32	91 - Trailer - Semi (flatbed)
47 - S.U.V. Solid - 2 wheel drive	120	92 - Trailer - Semi (container) 23
48 - S.U.V. Soild - 4 wheel drive	62	93 - Trailer - Semi (refrigerated) 9
49 - Sedan Solid - marked	0	94 - Trailer - Semi (tanker) 0
50 - Sedan Solid - V.O.P.05 Prog.	42	95 - Trailer - Utility (2 or 4 wheel) 30
52 - Sedan Solid - CSO, PCO	25	96 - Trailer - R.V. 12
55 - Sedan Solid - CSS, CPS	58	97 - Off Highway ATV 24
58 - Sedan Solid - V.O.P.	11	98 Misc. Vehicle/Equipment 0
		RFP FIXED PRICE COUNT 4216

* Refer to Attachment 7 for code type list

FIXED PRICE TOTAL

4216

Totals for Group 1 2300 Group 2 1677 Group 3 239

Section of the sectio

STATEMENT OF WORK - ATTACHMENT 1A **DEPARTMENT VEHICLE INVENTORY FEE- FOR - SERVICE**

Established as of February 01, 2006

VEHICLE TYPE*	NUMBER	VEHICLE TYPE NUMBE	:R
1 - Sedans - Black & White	41	61 - Van up to 12 pass Solid 15	-
2 - Sedans - Black & White Refurb	0	64 - Van 15 passenger - Solid 0	
4 - Pickup 2 wheel drive - B/W	0	66 - Food Van 0	
7 - Pickup 4 wheel drive - B/W	0	67 - Van Cargo Solid 10K or < GVW 0	
10 - Van up to 12 pass B/W	0	68 - Step van 3	
13 - Van 15 passenger - B/W	0	69 - Van Cargo Solid 10K or > GVW 0	
15 - Solid Motorcycle - On Road	3	70 - Truck Utility 10K or < GVW 1	
16 - Motorcycle - B/W - On Road	14	71 - Van Utility 10K or < GVW 0	
19 - S.U.V. Black/White - 2WD	0	72 - Truck Utility 10,001 or > GVW 1	
22 - S.U.V. Black/White - 4WD	0	73 - Pickup Truck - Solid 26	
25 - Van Cargo - Black/White	0	74 - Van Utility 10,001 or > GVW 0	
28 - 4x4 Rescue Truck - B/W	0	76 - Truck Cargo - Bobtail 0	
30 - Para-Trans GVW 10K or Highe	r 0	79 - Truck Cargo - Stake side 2	
31 - Bus B/W 25-35 Passenger	0	80 - Refrigeration Unit - Attached 11	
34 - Bus B/W 36-49 Passenger	0	82 - Truck - Refrigerated 0	
37 - Bus B/W 50-60 Passenger	0	85 - Truck - Dump 0	
39 - Display Vehicles	6	86 - Truck - Boom 0	
40 - Sedan Solid - large	. 3	88 - Truck - Tanker 0	
43 - Sedan Solid - medium	30	90 - Truck - Tractor 0	
46 - Sedan Solid - small	5	91 - Trailer - Semi - (flatbed) 0	
47 - S.U.V. Solid - 2 wheel drive	14	92 - Trailer - Semi (container) 0	
48 - S.U.V. Solid - 4 wheel drive	8	93 - Trailer - Semi (refrigerated) 5	
49 - Sedan Solid - marked	0	94 - Trailer - Semi (tanker)	
50 - Sedan Solid - V.O.P.05 Prog.	0	95 - Trailer - Utility (2 or 4 wheel) 2	
52 - Sedan Solid - CSO, PCO	1	96 - Trailer - R.V. 0	
55 - Sedan Solid - CSS, CPS	1	97 - Off Highway ATV 0	
58 - Sedan Solid - V.O.P.	1	98 Misc. Vehicle/Equipment 222	
<u> </u>		RFP FEE - FOR - SERVICE 416	

^{*} Refer to Attachment 7 for code type list FEE FOR SERVICE TOTAL

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DEPARTMENT REPAIR LOCATIONS

ALTADENA*

780 East Altadena Dr. Altadena, CA 91001 (626) 798-1131 -vehicles currently serviced at Crescenta Station **CRESCENTA VALLEY***

4554 North Briggs Ave La Crescenta, CA 91214 (818) 248-3464 Ext. 3266 LOMITA*

26123 So Narbonne Ave Lomita, CA 90717 (310) 539-1661 Ex 2203

CARSON*

21356 So Avalon Blvd Carson, CA 90745 (310) 830-1123 Ext 3296 **EAST LOS ANGELES***

5019 East Third Street Los Angeles, CA 90022 (323) 264-4151 Ext. 5096 **LOST HILLS***

27050 Agoura Road Agoura, CA 91301 (818) 878-1808 Ex 3264

CATALINA ISLAND*

215 Sumner Avenue Avalon, CA 90704 (310) 510-0174 outside vendors on island/mobile mechanic **EASTERN AVE Mechanical / Body**

Work 1104 N. Eastern Ave Los Angeles, CA 90063 (323) 267-2337 **MARINA DEL REY***

13851 Fiji Way Marina Del Rey, CA 90292 (310) 578-9840

CENTRAL JAIL

441 Bauchet St Los Angeles, CA 90012 (213) 626-3404 **INDUSTRY***

150 North Hudson Ave Industry, CA 91744 (626) 330-3322 Ex 4383 **NORWALK***

12335 Civic Center Drive Norwalk, CA 90650 (562) 466-5477

CENTURY*

11703 So Alameda St Lynwood, CA 90262 (323) 357-5068 FAX (323) 357-3568 LAKEWOOD*

5130 North Clark Ave Lakewood CA 90712 (562) 866-9061 Ex 4206 PALMDALE* 750 E. Ave. Q Palmdale, CA. 93550

(661) 272-2519

CERRITOS*

18135 Bloomfield Ave. Cerritos, Ca. 90703 (562) 860-0044 -vehicles currently serviced at Lakewood Station LANCASTER*

501 W Lancaster Blvd Lancaster, CA 93534 (661) 948-8466 Ex 4145 PITCHESS DETENTION CENTER

29380 The Old Road Castiac, CA 91310 (661) 295-8841

COMPTON*

301 S. Willowbrook Ave. Compton, Ca. 90220. (310) 605-6500 -vehicles currently serviced at Century Station LENNOX*

4331 Lennox Blvd Inglewood, CA 90304 (310) 671-7531 Ex 4251 PICO RIVERA*

6631 So Passons Blvd Pico Rivera, CA 90660 (562) 949-2421 Ex 339

DEPARTMENT REPAIR LOCATIONS - continued

POMONA TEST TRACK/ DRIVER TRAINING

1447 McKinley Avenue Pomona, CA 91767 (909) 622-2078

SPECIAL ENFORCEMENT BUREAU

(SEB)* 130 South Fetterly Ave Los Angeles, CA 90022 (323) 264-7084 Ext 341

WALNUT*

21695 Valley Boulevard Walnut, CA 91789 (626) 913-1715 Ex 3163 Fax 909 594-3168

SAN DIMAS*

270 S. Walnut Avenue San Dimas, CA 91773 (909) 450-2778

SANTA CLARITA*

23740 W Magic Mtn Pkwy Valencia, CA 91355 (661) 799-5127

STAR CENTER

11515 So Colima Road Whittier, CA 90604 (562) 946-7830

TEMPLE CITY*

8838 East Las Tunas Dr Temple City, CA 91780 (626) 285-7171 Ex 3705

WEST HOLLYWOOD*

720 No San Vicente Blvd West Hollywood, CA 90069 (310) 855-8850 Ex 508

* STATION

Note -1: While Department vehicles may use any repair location, the vehicles normally assigned to the station will be repaired and receive Preventive Maintenance at that station repair facility.

Note - 2: There are twenty-five (25) fully-staffed repair locations. The other four (4) stations listed have their vehicles serviced at other locations and/or by alternate means.

Salahanga Projection (Salahanga Service)

STATEMENT OF WORK

ATTACHMENT 3

REPAIR LOCATIONS / MINIMUM STAFFING LEVELS

Locations	Start Time	End Time	Minimum Staffing
ALTADENA STATION This is a proposed new station that may open during the Agreement term. Altadena vehicles are currently serviced at the Crescenta Valley Station			One (1) additional Mechanic when new station opens
CARSON STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics
CATALINA ISLAND STATION Contractor may transport mechanic to Catalina Island as needed or may subcontract with a local vendor, as approved by County Project Manager	То	Be	Determined
CENTRAL JAIL - requires bus mechanic coverage for these mandatory shift hours. One (1) mechanic or supervisor at this location must possess a Class "A" or Class "B" Commercial Drivers license to road test the buses.	Bus 5:00 A.M. 7:00 A.M. 10:00 A.M. 9:00 P.M. <u>Light</u> 5:00 A.M. 7:00 A.M.	Bus 1:30 P.M. 3:30 P.M. 6:30 P.M. 5:30 A.M. Light 1:30 P.M. 3:30 P.M.	Nine personnel total. Six (6) bus mechanics - three (3) on day shift and three (3) on night shift. Two (2) light vehicle mechanics - day shift One (1) data entry/parts runner, day shift
CENTURY STATION	6:00 A.M. 2:00 P.M.	2:30 P.M. 10:30 P.M.	Six (6) personnel total Five (5) Mechanics - includes (1) lead working mechanic and evening shift mechanics One (1) data entry/parts runner - day shift
CRESCENTA VALLEY STATION	6:00 A.M.	2:30 P.M.	One (1) Mechanic
EAST LOS ANGELES STATION	6:00 A.M.	2:30 P.M.	One (1) Mechanic

Locations	Start Time	End Time	Minimum Staffing
Commercial Drivers License with tanker/hazardous material endorsement to road test tractors, trailers, fuel and water tankers. One (1) employee with B.A.R. smog check technicians license at all times during business hours. One (1) Class "M" drivers license to road test motorcycles.	6:30 A.M.	4:30 P.M.	Seventeen (17) Mechanics/day (Includes two (2) Heavy/Bus Mechanics, three (3) Motorcycle Mechanics, and one (1) Mobile Mechanic with service truck.) Note: One (1) of the Motorcycle Mechanics will share work time between the Eastern and Palmdale locations. The Mobile Mechanic will be expected to service vehicles, tractor-trailers, and off- highway equipment on- site One (1) Tire Installer,
			day shift. Does not include any evening shift personnel.
EASTERN AVENUE - BODY One (1) mechanic or supervisor must possess B.A.R. Lamp Adjustor License.	6:00 A.M.	2:30 P.M.	Twenty (20) Body Shop Workers - includes Body/Fender Mechanics, Painters, minor fabrication, electrical, outfitting, and prep for disposal personnel.
INDUSTRY STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics
LAKEWOOD STATION	6:00 A.M.	2:30 P.M.	Three (3) Mechanics
LANCASTER STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics
LENNOX STATION (ATHENS) New Athens station may open during this Agreement term, replacing the Lennox Repair location. The same minimum of two (2) mechanics will be required at Athens when it opens. Athens will service vehicles currently sérviced at Lennox Station.	6:00 A.M.	2:30 P.M.	Two (2) Mechanics

	1		
Locations	Start Time	End Time	Minimum Staffing
LOMITA STATION	6:00 A.M.	2:30 P.M.	One (1) Mechanic
LOST HILLS STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics
MARINA DEL REY STATION	6:00 A.M.	2:30 P.M.	One (1) Mechanic
NORWALK STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics
PALMDALE STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics
One (1) technician must possess a Class "A" Commercial Drivers License with tanker/hazardous material endorsement One (1) technician or supervisor must possess a Class "B" Commercial Drivers License Minimum of one (1) employee with B.A.R. smog check technicians license at all times during business hours.	7:00 A.M. 5:30 A.M. (1) Bus	3:30 P.M. 2:00 P.M. Mechanic Shift	Nine (9) Mechanics includes four (4) heavy truck/bus mechanics, four (4) light vehicle mechanics and one (1) off highway equipment mechanic - one mechanic will be a lead working mechanic and one mechanic will be available as a Mobile mechanic with service truck.
PICO RIVERA STATION	6:00 A.M	2:30 P.M.	One (1) Mechanic
POMONA TEST TRACK This mechanic has additional track and vehicle related duties as specified by the County Project Manager	Various 40 hours	Hours Per Week	One (1) Mechanic Additional staff for vehicle testing as per Section F.8
SAN DIMAS STATION	6:00 A.M.	2:30 P.M.	One (1) Mechanic
SANTA CLARITA STATION	6:00 A.M.	2:30 P.M.	One (1) Mechanic
SPECIAL ENFORCEMENT BUREAU	6:00 A.M.	2:30 P.M.	One (1) Mechanic
STAR CENTER Minimum of one (1) employee with B.A.R. smog check technicians license at all times during business hours.	6:00 A.M.	2:30 P.M.	Three (3) Mechanics One (1) data entry clerk/parts runner, day shift
TEMPLE CITY STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics
WALNUT STATION	6:00 A.M.	2:30 P.M.	Two (2) Mechanics - One (1) of these mechanics may be utilized as a floater

WEST HOLLYWOOD STATION	0.00 4 14			Į
WEST HOLLTWOOD STATION	6:00 A.M.	2:30 P.M.	One (1) Mechanic	ĺ

The two (2) Mobile mechanics with service trucks, which are included in the minimum maintenance and repair mechanic staff, are to be based at the following locations: one (1) from the Eastern Avenue facility and one (1) from the Pitchess Detention Center facility, unless otherwise authorized by the County Project Manager or his/her designee.

Total required minimum Maintenance and Repair Mechanic staffing is <u>77 employees</u> (includes two (2) Mobile mechanics, one (1) tire installer (Eastern Avenue - day shift), and three (3) data entry /parts personnel.

Total required minimum Body Shop staffing of Repair and Outfitting personnel is <u>20 vehicle</u> <u>workers</u>

Supervisors, administration, parts, clerical, additional data entry, and other category personnel not identified above are not included in required "minimum staffing". The two (2) Management Information System Administrators are covered under the staffing requirements of Section R, Exhibit B, SOW.

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PREVENTIVE MAINTENANCE SCHEDULES, LABOR TIMES, AND VEHICLE CLASSIFICATIONS

VEHICLE CLASSIFICATIONS:

Light Vehicles (AG, AG1, AA): Passenger cars and vehicles up to, but not including ½ ton trucks

Medium Vehicles (BA): 1/2, 3/4, and 1 ton vehicles including trucks, vans, and others up to

10,000 lbs. GVW

Heavy Vehicles (CA): Trucks, tractors, and other vehicles from 10,001 lbs. GVW to

35,000 lbs. GVW.

Super Heavy (FA): Trucks, tractors, and other vehicles exceeding 35,000 lbs. GVW.

Buses (DA): 25 to 59 passenger buses

Motorcycles (MC): Kawasaki and All Other Manufacturers (except BMW), all years.

Motorcycles (BMW/MC): BMW Manufacturer, all years.

Training Motorcycles (TMC): Kawasaki and Other Manufacturers, all years.

Off Hwy/Motorcycles/: Kawasaki and Other Manufacturers, all years.

ATVs (MCOH)

Off Highway/Trailer(EB): Semi-Annual - Off road equipment such as electric/gas forklifts,

carts, sprayers, farm equipment, air compressors, etc., and on

and off-road trailers.

Off Highway/Trailer(EA): Annual - Off road equipment such as electric/gas forklifts, carts,

sprayers, farm equipment, air compressors, etc., and on and off-

road trailers

Off Highway(EC): Refrigeration units on trucks, trailers, and other

Refrigerated vehicles/equipment.

PREVENTIVE MAINTENANCE SCHEDULES, LABOR TIMES, AND VEHICLE CLASSIFICATIONS:

Light Vehicles:

AG, AG1 (extended interval)

Emergency and severe duty vehicles (all patrol units including 4x4 with lights, sirens, and parking control vehicles)

lights, sirens, and parking control venicles)			
Service	Schedule	Time Standard (hrs.)	
РМА	3,000 miles or 3 months *	1.0	
PMA - Extended Interval - approximately 105 Vehicles (Lancaster and Palmdale)	4,000 miles or 4 months *	1.0	
PMB Service includes PMA service plus transmission service, change fuel filter and rotate tires (Ford Crown Victoria patrol vehicles may, as a pilot program, have transmission service delayed to the PMC, provided this does not increase transmission failures)	12,000 miles or 12 months *	1.5	
PMC Service includes PMA service plus transmission service, rotate tires, cooling system service, and change rear axle lubricant, spark plugs (nonplatinum), and fuel filter	24,000 miles or 24 months *	2.5	
NOTE 1: The above program is based on the requirement that wheel bearings will be repacked, and wheel seals replaced, each brake relining or every 15,000 miles, whichever comes first (where applicable)	NOTE 2: An additional 0.5 hour labor time authorized for any PM, service, or repair on vehicles that have the skid plate installed and which requires its removal and reinstallation to perform the service repair - Fixed Price, except for wo covered in Section V V.3		

Light Vehicles:

AA

Non-Emergency vehicles

Service	Schedule	Time Standard (hrs.)
PMA	5,000 miles or 6 months *	1.0
PMB Service includes PMA service plus change fuel filter and rotate tires	15,000 miles or 18 months *	1.5
PMC Service includes PMA service plus transmission service, rotate tires, cooling system service, and change rear axle lubricant, spark plugs (non-platinum), and fuel filter	30,000 miles or 36 months *	2.5
NOTE: The above program is based on the requirement that wheel bearings will be repacked, and wheel seals replaced, each brake relining or every 15,000 miles, whichever comes first (where applicable)		

Medium Vehicles:

BA

Non-Emergency vehicles

Service	Schedule	Time Standard (hrs.)
РМА	5,000 miles or 6 months *	1.3
PMB Service includes PMA plus rotate tires	15,000 miles or 18 months *	1.8
PMC Service includes PMA plus transmission service, rotate tires, cooling system service, and change rear axle lubricant, spark plugs (non- platinum), and fuel filter	30,000 miles or 36 months *	3.8

3

Service	Schedule	Time Standard (hrs.)
NOTE: The above program is based on the requirement that wheel bearings will be repacked, and wheel seals replaced, each brake relining, or every 15,000 miles, whichever comes first (where applicable)		

Heavy Vehicles CA

Service	Schedule	Time Standard (hrs.)
РМА	6,000 miles or 6 months *	1.5
РМВ	12,000 miles or 12 months *	2.5
РМС	24,000 miles or 24 months *	3.5
08 Inspection / Trucks, tractors, and trailers	90 da y s	1.0

Super Heavy Vehicles FA

Service	Schedule	Time Standard (hrs.)
РМА	10,000 miles or 6 months *	2.0
РМВ	20,000 miles or 12 months *	3.0
РМС	40,000 miles or 24 months *	4.0
08 Inspection / Trucks, tractors, and trailers	90 days	1.0

Buses DA

Service	Schedule	Time Standard (hrs.)
РМА	6,000 miles or 6 months *	2.5
РМВ	12,000 miles or 12 months *	3.5
РМС	24,000 miles or 24 months *	5.5
CHP (08) Safety Inspection - Buses become overdue at 3,501 miles or 46 days since previous 08	3,000 miles or 45 days,* plus or minus 500 miles	1.0

<u>Motorcycles - Kawasaki and All Makes other than BMW</u> MC (Unless OEM Requires Different Servicing)

Service	Schedule	Time Standard (hrs.)
РМА	3,000 miles or 3 months *	2.0
РМВ	6,000 miles or 6 months *	6.0
PMC	N/A	

Service	Schedule	Time Standard (hrs.)	
PMA	every 6 months	2.0	
РМВ	every 12 months	6.0	
PMC	N	N/A	

Motorcycles - BMW BMWMC

Service	Schedule	Time Standard (hrs.)	
РМА	6,000 miles or 6 months *	4.0	
PMB	12,000 miles or 12 months *	6.0	
PM Annual	every 12 months	6.0	

Off-Highway - Semi Annual EB

Service	Schedule	Time Standard (hrs.)
РМА	100 hrs. or 6 months *	3.0
РМВ	N/A	
РМС	N/A	

Off-Highway - Annual EA

Service	Schedule	Time Standard (hrs.)	
РМА	200 hrs. or 12 months *	3.0	
РМВ	N	N/A	
PMC	N	N/A	

Off-Highway - Refrigerated Units EC

Service	Schedule	Time Standard (hrs.)
РМА	1,000 hours or 6 months *	1.5
РМВ	3,000 hours or 12 months *	1.5

Off Highway Motorcycles/ATVs - All Manufacturers MCOH

Service	Schedule	Time Standard (hrs.)
РМА	200 hours or 3,000 miles or 12 months *	3.0
	(Unless OEM Requires Different Servicing)	

^{*} whichever comes first

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PREVENTIVE MAINTENANCE AND OTHER INSPECTION CHECKLISTS

PREVENTIVE MAINTENANCE VEHICLE CLASSIFICATIONS:

Light Vehicles (AG, AG1, AA):

Passenger cars and vehicles up to, but not including ½ ton

trucks

Medium Vehicles (BA):

1/2, 3/4, and 1 ton vehicles including trucks, vans, and others up

to 10,000 lbs. GVW

Heavy Vehicles (CA):

Trucks, tractors, and other vehicles from 10,001 lbs. GVW to

35,000 lbs. GVW.

Super Heavy (FA):

Trucks, tractors, and other vehicles exceeding 35,000 lbs. GVW.

Buses (DA):

25 to 59 passenger buses

Motorcycles (MC)

Kawasaki and All Other Manufacturers (except BMW), all years.

Motorcycles: (BMW/MC)

BMW Manufacturer, all years.

Training Motorcycles: (TMC)

Kawasaki and Other Manufacturers, all years.

Off Highway/Motorcycles/ (MCOH): Kawasaki and Other Manufacturers, all years.

ATVs

Off Highway/Trailer (EB)

Semi-Annual - Off road equipment such as electric/gas forklifts, carts, sprayers, farm equipment, air compressors,

etc., and on and off-road trailers.

Off Highway/Trailer (EA)

Annual - Off road equipment such as electric/gas forklifts, carts, sprayers, farm equipment, air compressors, etc., and

on and off-road trailers.

Off Highway - Refrigerated (EC):

Refrigeration units on trucks, trailers, and other

vehicles/equipment

Other Inspection Checklists:

a) New Vehicle Preparation Inspection (SOW, Section X.2)

b) Preparation for Auction Inspection (when vehicle

is going to auction)

c) Tanker Inspection and Certification

d) Aerial Boom Truck Inspection

e) 08 Bus Safety Inspection

f) 08 Van Safety Inspection

g) 08 Truck and Tractor Safety Inspection (BIT Required)

h) 08 TLR, Trailer Safety Inspection (BIT Required)

Compressed Natural Gas (CNG) Fuel Container

(cylinder) Inspection

Smoke Opacity Inspection (Heavy Duty Diesel Vehicles) j)

k) 16 point Vehicle Safety Inspection

Driver's Vehicle Condition Report (Beef Sheet) 1)

m) Going Out-of-Service Inspection (SOW, Section BB.1)

Los Angeles County SHERIFF'S DEPARTMENT Preventative Maintenance Instructions

PM Group: AG Emergency Vehicles		ıcy Vehicles	PM Level: A 3,000 or 3 months	
Vehic	le#	Mileage	Date	
Road	Test			
		service required, outstanding cam	paigns, recalls or other programs	
		id levels, tires; ensure vehicle is s		
		wipers and wiper operation, chec		
		nd engine performance		
	Check interior elec	trical, mechanical, A/C, heater, a	and defroster performance	
	Check steering, su	spension and braking performand	ce	
		all warning indicators		
		all emergency lighting equipmen		
		er belts and seat latches for wear		
	Note condition of p	aint and body in comment section	n of repair order	
Engir	e Compartment Se	rvice and Inspection		
		er, check all fluid levels and fluid o	condition	
	•	tem, pressure test and repair lea		
	Inspect condition of	f air filter, breather elements, pcv	filter and valve	
			ery, cables and tray as necessary	
		gs per manufacturers requiremen	ts	
	Inspect all hoses, I	pelts, wiring and accessories		
Steer	ing, Suspension, B	rake and Tire Inspection and L	ube Service	
		s, hinges, and cables		
	Remove all wheels	. Check air pressure, inspect tire	tread condition and record readings	
	on repair order. Re	place tire if tread depth is expect	ted to reach the 3/32 minimum prior	
	to the next PM.			
			on repair order. Replace brake linings	
			(adjust if necessary) Record %	
_	remaining on repa		- abasis wastan asilia dan and basis	
			n, check master cylinder and brake	
	fluid reservoir leve			
	Inspect power boo	ster and suspension components for	r wear and proper operation	
			g seals, at each brake relining, or at	
		s, whichever occurs first (if applications)		
Ol	ala Duka Anala Fad	Futuriou Imamastian and 6	Pamilaa	
		naust, Exterior Inspection and S		
		mounting brackets for cracks and operation, and mounting of all ext		
		operation, and modifing of all ext of body, lubricate doors hinges, tre		
		tion and levels of transmission, re		
			d), lubricate all drive train linkages	

Los Angeles County SHERIFF'S DEPARTMENT

PM Group: AG Emergency v	enicies	PM Level: A 3,00	JU Or 3 months	
Vehicle #	Mileage		Date	
Mechanic Name	Please Print	Employee#		-
Mechanic Signature		Date	· · · · · · · · · · · · · · · · · · ·	

Los Angeles County SHERIFF'S DEPARTMENT

PM G	roup: AG Emerger	cy Venicies	PM Level: B 12,000 or 12 months
Vehic	le#	Mileage	Date
Road	Verify level of PM s Check all lights, flu Inspect windshield Check drive train a Check interior elec Check steering, su Check operation of Inspect lap/shoulds	id levels, tires; ensure vehicle wipers and wiper operation, on nd engine performance	check all glass for cracks, condition er, and defroster performance mance ment and siren vear and proper operation
Engir		rvice and Inspection	
	Inspect cooling sys Inspect condition of Inspect charging a Replace spark plug	er, check all fluid levels and flatem, pressure test and repair fair filter, breather elements, and cranking system, service less per manufacturers required belts, wiring and accessories	r leaks as necessary , pcv filter and valve battery, cables and tray as necessary
		rake and Tire Inspection ar	nd Lube Service
	Remove all wheels		t tire tread condition and record readings pected to reach the 3/32 minimum prior
	Inspect brake linin	ess of new. Check parking br	ing on repair order. Replace brake linings ake. (adjust if necessary) Record %
		es and tubing condition-prote	ction, check master cylinder and brake
	Inspect power boo Inspect all steering Re-pack wheel be	ster gand suspension component arings, and replace wheel be	s for wear and proper operation aring seals, at each brake relining, or at
	every 15,000 miles Rotate tires, includ	s, whichever occurs first (if ap ling spare	opiicable)
Chas □	Inspect frame and	naust, Exterior Inspection a mounting brackets for cracks operation, and mounting of a	and Service s and condition Il exhaust system components

Los Angeles County SHERIFF'S DEPARTMENT

PM Group: AG Emergency Vehicles			PM Level: B 12,000 or 12 months
Vehi	cle #	Mileage	Date
	Inspect fluid condition Inspect clutch adjust	-	sion, rear axle, and steering gear quipped), lubricate all drive train linkages
Mec	hanic Name		Employee #
Mec	hanic Signature		Date

Los Angeles County SHERIFF'S DEPARTMENT

PM Group: AG Emergency Vehicles Vehicle # Mileage		y Vehicles F	PM Level: C 24,000 or 24 months	
		Mileage	Date	
Road	Verify level of PM see Check all lights, fluid Inspect windshield w Check drive train an Check interior electr Check steering, sus Check operation of a Check operation of a Inspect lap/shoulder	ervice required, outstanding cam I levels, tires; ensure vehicle is so vipers and wiper operation, check d engine performance ical, mechanical, A/C, heater, a pension and braking performance all warning indicators all emergency lighting equipment belts and seat latches for wear int and body in comment section	k all glass for cracks, condition nd defroster performance ce t and siren and proper operation	
Engir	Replace coolant with Pressure test coolin Replace air filter, brown inspect charging an Replace non-platinu Replace spark plugs	, check all fluid levels and fluid on 50/50 mix, new; Flush cooling g system and repair leaks as new eather elements, pcv filter and vold cranking system, service batte	system, if needed cessary alve ery, cables and tray as necessary	
Steer	Lubricate all fittings, Remove all wheels.	Check air pressure, inspect tire	ube Service tread condition and record readings ed to reach the 3/32 minimum prior	
	Inspect brake lining if lining is 50% or le remaining on repair	ss of new. Check parking brake. order.	on repair order. Replace brake linings (adjust if necessary)Record %	
	Inspect brake hoses fluid reservoir level.	s and tubing condition-protection Check brake fluid for contamina	, check master cylinder and brake ation	
	Re-pack wheel bear every 15,000 miles,	and suspension components for rings, and replace wheel bearing whichever occurs first (if application)	g seals, at each brake relining, or at	
	Rotate tires, includir	ng spare		

PIVIC	Froup: AG Emerger	ncy venicies	PIVI Level: C 24,000 or 24 months	
Vehicle # Mileage		Mileage	Date	
Chassis, Drive train, Exhaust, Exterior Inspection a Inspect frame and mounting brackets for cracks Inspect condition, operation, and mounting of a Inspect condition of body, lubricate doors hinge Inspect fluid condition and level of steering gea Inspect clutch adjustment and condition(if equi Change transmission fluid, including converters Change rear axle fluid (if applicable)		mounting brackets for cracks ar operation, and mounting of all extends for body, lubricate doors hinges, to and level of steering gear stment and condition (if equipped on fluid, including converters with	s and condition all exhaust system components es, trunk, hood, etc. ar ipped), lubricate all drive train linkages	
Mech	nanic Name		Employee #	
Mechanic Signature		D:	ate	

Preventative Maintenance Instructions

PM Group: AG1 Emergency Vehicles - Extended Interval PM Level: A 4,000 miles or 4 mos.

Vehicle #	Vablat	a # Milaaga	Data
 □ Verify level of PM service required, outstanding campaigns, recalls or other programs Check all lights, fluid levels, tires; ensure vehicle is safe Inspect windshield wipers and wiper operation, check all glass for cracks, condition Check drive train and engine performance Check interior electrical, mechanical, A/C, heater, and defroster performance Check operation of all warning indicators Check operation of all warning indicators Check operation of all emergency lighting equipment and siren Inspect lap/shoulder belts and seat latches for wear and proper operation Note condition of paint and body in comment section of repair order			Date
 □ Check all lights, fluid levels, tires; ensure vehicle is safe □ Inspect windshield wipers and wiper operation, check all glass for cracks, condition □ Check drive train and engine performance □ Check check interior electrical, mechanical, A/C, heater, and defroster performance □ Check operation of all warning indicators □ Check operation of all warning indicators □ Check operation of all emergency lighting equipment and siren □ Inspect lap/shoulder belts and seat latches for wear and proper operation □ Note condition of paint and body in comment section of repair order Engine Compartment Service and Inspection □ Change oil and filter, check all fluid levels and fluid condition □ Inspect condition of air filter, breather elements, pcv filter and valve □ Inspect charging and cranking system, service battery, cables and tray as necessary □ Replace spark plugs per manufacturers requirements □ Inspect all hoses, belts, wiring and accessories Steering, Suspension, Brake and Tire Inspection and Lube Service □ Lubricate all fittings, hinges, and cables □ Remove all wheels. Check air pressure, inspect tire tread condition and record readings on repair order. Replace tire if tread depth is expected to reach the 3/32 minimum prior to the next PM. □ Inspect brake lining condition, record % remaining on repair order. Replace brake linings if lining is 50% or less of new. Check parking brake. (adjust if necessary) Record % remaining on repair order. □ Inspect brake hoses and tubing condition-protection, check master cylinder and brake fluid reservoir level □ Inspect brake bearings, and replace wheel bearing seals, at each brake relining, or at 			compaigns, recalls or other programs
 □ Inspect windshield wipers and wiper operation, check all glass for cracks, condition □ Check drive train and engine performance □ Check interior electrical, mechanical, A/C, heater, and defroster performance □ Check steering, suspension and braking performance □ Check operation of all warning indicators □ Check operation of all emergency lighting equipment and siren □ Inspect lap/shoulder belts and seat latches for wear and proper operation □ Note condition of paint and body in comment section of repair order Engine Compartment Service and Inspection □ Change oil and filter, check all fluid levels and fluid condition □ Inspect cooling system, pressure test and repair leaks as necessary □ Inspect charging and cranking system, service battery, cables and tray as necessary □ Replace spark plugs per manufacturers requirements □ Inspect all hoses, belts, wiring and accessories Steering, Suspension, Brake and Tire Inspection and Lube Service □ Lubricate all fittings, hinges, and cables □ Remove all wheels. Check air pressure, inspect tire tread condition and record readings on repair order. Replace tire if tread depth is expected to reach the 3/32 minimum prior to the next PM. □ Inspect brake lining condition, record % remaining on repair order. Replace brake linings if lining is 50% or less of new. Check parking brake. (adjust if necessary) Record % remaining on repair order. Replace brake linings if lining is 50% or less of new. Check parking brake. (adjust if necessary) Record % remaining on repair order. □ Inspect brake hoses and tubing condition-protection, check master cylinder and brake fluid reservoir level □ Inspect power booster □ Inspect all steering and suspension components for wear and proper operation □ Re-pack whe			
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 ☐ Inspect all steering and suspension components for wear and proper operation ☐ Re-pack wheel bearings, and replace wheel bearing seals, at each brake relining, or at 		Inspect power booster	
☐ Re-pack wheel bearings, and replace wheel bearing seals, at each brake relining, or at			ts for wear and proper operation
every 15,000 miles, whichever occurs first (if applicable)		Re-pack wheel bearings, and replace wheel be	earing seals, at each brake relining, or at
		every 15,000 miles, whichever occurs first (if a	pplicable)
Chassis, Drive train, Exhaust, Exterior Inspection and Service	Chass	sis Drive train. Exhaust, Exterior Inspection	and Service
☐ Inspect frame and mounting brackets for cracks and condition			
☐ Inspect condition, operation, and mounting of all exhaust system components		Inspect condition, operation, and mounting of a	all exhaust system components
Inspect condition of body, lubricate doors hinges, trunk, hood, etc			
Inspect fluid condition and levels of transmission, rear axle, and steering gear			
Inspect clutch adjustment and condition (if equipped), lubricate all drive train linkages		Inspect clutch adjustment and condition (if equ	ipped), lubricate all drive train linkages

PM Group: AG1 Emergency	Vehicles - Extended Inte	erval PM Level:	A 4,000 miles or 4 mos.
Vehicle #	Mileage	· · · · · · · · · · · · · · · · · · ·	Date
Mechanic Name	Please Print	Employee#	
Mechanic Signature		Date	

Preventative Maintenance Instructions

PM Group: AG1 Emergency Vehicles - Extended Interval PM Level: B 12,000 or 12 mos. Vehicle # _____ Mileage_____ Date **Road Test** Verify level of PM service required, outstanding campaigns, recalls or other programs Check all lights, fluid levels, tires; ensure vehicle is safe Inspect windshield wipers and wiper operation, check all glass for cracks, condition Check drive train and engine performance Check interior electrical, mechanical, A/C, heater, and defroster performance Check steering, suspension and braking performance Check operation of all warning indicators Check operation of all emergency lighting equipment and siren Inspect lap/shoulder belts and seat latches for wear and proper operation Note condition of paint and body in comment section of repair order **Engine Compartment Service and Inspection** Change oil and filter, check all fluid levels and fluid condition Inspect cooling system, pressure test and repair leaks as necessary Inspect condition of air filter, breather elements, pcv filter and valve Inspect charging and cranking system, service battery, cables and tray as necessary Replace spark plugs per manufacturers requirements Inspect all hoses, belts, wiring and accessories Replace fuel filter Steering, Suspension, Brake and Tire Inspection and Lube Service Lubricate all fittings, hinges, and cables Remove all wheels. Check air pressure, inspect tire tread condition and record readings on repair order. Replace tire if tread depth is expected to reach the 3/32 minimum prior to the next PM Inspect brake lining condition, record % remaining on repair order. Replace brake linings if lining is 50% or less of new. Check parking brake. (adjust if necessary) Record % remaining on repair order. Inspect brake hoses and tubing condition-protection, check master cylinder and brake fluid reservoir level Inspect power booster Inspect all steering and suspension components for wear and proper operation Re-pack wheel bearings, and replace wheel bearing seals, at each brake relining, or at every 15,000 miles, whichever occurs first (if applicable) Rotate tires, including spare Chassis, Drive train, Exhaust, Exterior Inspection and Service Inspect frame and mounting brackets for cracks and condition Inspect condition, operation, and mounting of all exhaust system components

PM G	roup: AG1 Eme	rgency venicies - Extended interval	PIVI Level: B 12,000 or 12 mos.
Vehic	le#	Mileage	Date
_ _ _ _	Inspect fluid co	ion of body, lubricate doors hinges, trondition and levels of transmission, readjustment and condition(if equippe mission fluid and filter (except Crown	ear axle, and steering gear d), lubricate all drive train linkages
Mecha	anic Name		Employee #
Mech	anic Signature	Da	ate

Preventative Maintenance Instructions

PM Group: AG1 Emergency Vehicles - Extended Interval PM Level: C 24,000 or 24 mos. Mileage____ Date ____ Vehicle # **Road Test** Verify level of PM service required, outstanding campaigns, recalls or other programs Check all lights, fluid levels, tires; ensure vehicle is safe Inspect windshield wipers and wiper operation, check all glass for cracks, condition Check drive train and engine performance Check interior electrical, mechanical, A/C, heater, and defroster performance Check steering, suspension and braking performance Check operation of all warning indicators Check operation of all emergency lighting equipment and siren \Box Inspect lap/shoulder belts and seat latches for wear and proper operation Note condition of paint and body in comment section of repair order **Engine Compartment Service and Inspection** Change oil and filter, check all fluid levels and fluid condition Replace coolant with 50/50 mix, new; Flush cooling system, if needed Pressure test cooling system and repair leaks as necessary Replace air filter, breather elements, pcv filter and valve Inspect charging and cranking system, service battery, cables and tray as necessary Replace non-platinum spark plugs Replace spark plugs per manufacturers requirements Inspect all hoses, belts, wiring and accessories Replace fuel filter Steering, Suspension, Brake and Tire Inspection and Lube Service Lubricate all fittings, hinges, and cables Remove all wheels. Check air pressure, inspect tire tread condition and record readings on repair order. Replace tire if tread depth is expected to reach the 3/32 minimum prior to the next PM Inspect brake lining condition, record % remaining on repair order. Replace brake linings if lining is 50% or less of new. Check parking brake. (adjust if necessary) Record % remaining on repair order. Inspect brake hoses and tubing condition-protection, check master cylinder and brake fluid reservoir level. Check brake fluid for contamination Inspect power booster Inspect all steering and suspension components for wear and proper operation Re-pack wheel bearings, and replace wheel bearing seals, at each brake relining, or at every 15,000 miles, whichever occurs first (if applicable)

Rotate tires, including spare

PM G	roup: AG1 Emerg	ency venicles - Extended interval	PIVI Level. C 24,000 or 24 mos.	
Vehic	le #	Mileage	Date	
Chassis, Drive train, Exhaust, Exterior Inspection and Service Inspect frame and mounting brackets for cracks and condition Inspect condition, operation, and mounting of all exhaust system components Inspect condition of body, lubricate doors hinges, trunk, hood, etc. Inspect fluid condition and level of steering gear Inspect clutch adjustment and condition(if equipped), lubricate all drive train links Change transmission fluid, including converters with drain plug, and filter Change rear axle fluid (if applicable)			I condition haust system components unk, hood, etc. I), lubricate all drive train linkages	
Mech	anic Name		Employee #	
Mechanic SignatureDate				

PM Group: AA Non-Emergency Vehicles		nergency Vehicles	PM Level: A 5,000 or 6 months	
Vehicle # Mileage		Mileage	Date	
Road Test ☐ Verify level of PM service required, outstanding campaigns, recal ☐ Check all lights, fluid levels, tires; ensure vehicle is safe ☐ Test drive vehicle and evaluate ☐ Inspect windshield wipers and wiper operation, check all glass for ☐ Check drive train and engine performance ☐ Check interior electrical, mechanical, A/C, heater, and defroster ☐ Check steering, suspension and braking performance ☐ Check operation of all warning indicators ☐ Check operation of all emergency lighting equipment and siren (inspect lap/shoulder belts and seat latches for wear and proper of the control of the		icle is safe n, check all glass for cracks, condition eater, and defroster performance ormance uipment and siren (if equipped) or wear and proper operation		
	Note condition of	paint and body in comment	section of repair order	
Engin	 ☐ Inspect cooling system, pressure test and re ☐ Inspect condition of air filter, breather eleme ☐ Inspect charging and cranking system, servi ☐ Replace spark plugs per manufacturers requ 		pair leaks as necessary hts, pcv filter and valve be battery, cables and tray as necessary irements	
Stee	ring, Suspension,	Brake and Tire Inspection	and Lube Service	
	Lubricate all fittir Remove all whee	ngs, hinges, and cables els. Check air pressure, insp	ect tire tread condition and record readings expected to reach the 3/32 minimum prior	
	Inspect brake lin	r less of new. Check parking	aining on repair order. Replace brake linings brake. (adjust if necessary) Record %	
	Inspect brake ho	oses and tubing condition-pro	otection, check master cylinder and brake	
	Inspect all steeri Re-pack wheel t	ooster (if equipped) ng and suspension compone	ents for wear and proper operation bearing seals, at each brake relining, or at applicable)	
Chas		xhaust, Exterior Inspection		
	Inspect condition	nd mounting brackets for cra n, operation, and mounting o n of body, lubricate doors hin	f all exhaust system components	

PM C	Broup: AA Non-Em	ergency Vehicles	PM Level: A 5,000 or 6 months
Vehi	cle #	Mileage	Date
	Inspect fluid cond Inspect clutch adj	ition and levels of transmiss ustment and condition (if ed	sion, rear axle, and steering gear juipped), lubricate all drive train linkages
Mec	hanic Name	Emp Please Print	loyee #
Mech	nanic Signature		Date

PM Gro	oup: AA Non-Emergency Vehicles	PM Level: B 15,000 or 18 months
Vehicle	e#Mileage	Date
<u>П</u>	Test Verify level of PM service required, outstanding ca Check all lights, fluid levels, tires; ensure vehicle is Test drive vehicle and evaluate Inspect windshield wipers and wiper operation, che	s safe
	Check drive train and engine performance Check interior electrical, mechanical, A/C, heater Check steering, suspension and braking performa Check operation of all warning indicators	, and defroster performance ance
	Check operation of all emergency lighting equipm Inspect lap/shoulder belts and seat latches for we Note condition of paint and body in comment sect	ar and proper operation
Engine	Change oil and filter, check all fluid levels and fluid Inspect cooling system, pressure test and repair le Inspect condition of air filter, breather elements, prespect charging and cranking system, service by Replace spark plugs per manufacturers requirements, belts, wiring and accessories Replace fuel filter	eaks as necessary ocv filter and valve attery, cables and tray as necessary
Steering	ng, Suspension, Brake and Tire Inspection and Lubricate all fittings, hinges, and cables Remove all wheels. Check air pressure, inspect to repair order. Replace tire if tread depth is expet to the next PM	ire tread condition and record readings
	Inspect brake lining condition, record % remaining if lining is 50% or less of new. Check parking brakeremaining on repair order.	g on repair order. Replace brake linings ke.(adjust if necessary)Record %
	Inspect brake hoses and tubing condition-protect fluid reservoir level.	ion, check master cylinder and brake
	Inspect power booster (if equipped) Inspect all steering and suspension components Re-pack wheel bearings, and replace wheel bear every 15,000 miles, whichever occurs first (if app	ing seals, at each brake relining, or at
	Rotate tires, including spare	•

PM Group: AA Non	-Emergency Vehicles	PM Level: B 15,000 or 18 months
Vehicle # Mileage Chassis, Drive train, Exhaust, Exterior Inspection at Inspect frame and mounting brackets for cracked Inspect condition, operation, and mounting of at Inspect condition of body, lubricate doors hinged Inspect fluid condition and levels of transmission Inspect clutch adjustment and condition (if equi		Date
		cks and condition f all exhaust system components ges, trunk, hood, etc sion, rear axle, and steering gear
Mechanic Name	Empl Please Print	oyee #
Mechanic Signature		Date

PM G	roup: AA Non-Emergency Vehicles	PM Level: C 30,000 or 36 months
Vehicle # Mileage		Date
Road	Test	
	Verify level of PM service required, ou	ststanding campaigns, recalls or other programs
	Check all lights, fluid levels, tires; ens	ure vehicle is safe
	Test drive vehicle and evaluate	
		peration, check all glass for cracks, condition
	Check drive train and engine perform	
	Check interior electrical, mechanical,	A/C, heater, and defroster performance
	Check steering, suspension and brak	
	Check operation of all warning indicat	oting equipment and siren (if equipped)
	Inspect lap/shoulder belts and seat la	tches for wear and proper operation
	Note condition of paint and body in co	omment section of repair order
	÷	
	e Compartment Service and Inspect	ION
	Change oil and filter, check all fluid le Replace coolant with 50/50 mix, new	· Flush cooling system, if needed
	Pressure test cooling system and rep	
	Replace air filter, breather elements,	
	Inspect charging and cranking system	n, service battery, cables and tray as necessary
	Replace spark plugs per manufacture	ers requirement
	Replace platinum spark plugs at 60,0	00 miles for Ford or 100,000 miles for GM
	Inspect all hoses, belts, wiring and ac	cessories
	Replace fuel filter	
Steer	ing, Suspension, Brake and Tire Ins	pection and Lube Service
	Lubricate all fittings, hinges, and cabl	es
	Remove all wheels. Check air pressu	re, inspect tire tread condition and record readings
		depth is expected to reach the 3/32 minimum prior
	to the next PM	or the Boltzman
	Inspect brake lining condition, record	% remaining on repair order. Replace brake linings
		parking brake. (adjust if necessary) Record %
_	remaining on repair order.	lition-protection, check master cylinder and brake
	fluid reservoir level. Check brake fluid	I for contamination
	Inspect power booster (if equipped)	1 101 CONTAINMAGON
	Inspect power booster (if equipped)	components for wear and proper operation
	Re-pack wheel bearings, and replace	wheel bearing seals, at each brake relining, or at
_	every 15,000 miles, whichever occur-	s first (if applicable)
	Rotate tires, including spare	

PM Group: AA Non	-Emergency venicies	Pivi Level: C 30,000 or 36 months
Vehicle # Mileage		Date
Chassis, Drive train, Exhaust, Exterior Inspection and Inspect frame and mounting brackets for cracks a Inspect condition, operation, and mounting of all e Inspect condition of body, lubricate doors hinges, Inspect fluid condition and level of steering gear Inspect clutch adjustment and condition (if equipp Change rear axle fluid (if equipped) Change transmission fluid, including converters w		acks and condition of all exhaust system components nges, trunk, hood, etc gear equipped), lubricate all drive train linkages
Mechanic Name	Please Print	_Employee #
Mechanic Signature		_ Date

PM Group: BA Medium Vehicle PM Group		/ehicle PM Group	PM Level: A 5,000 or 6 months	
Vehicle # Mileage		Mileage	Date	
Road Test Verify level of PM service required, outstanding campaigns, recalls or other Check fire extinguisher and reflectors - secured and marked Check operation of horn, defrosters, gauges, and speedometer Inspect lap/shoulder belts and seat latches for wear and proper operation Inspect mirrors and supports Inspect windshield wipers and wiper operation, check all glass for cracks, Check all lights, turn signals, mud flaps Check electrical wiring condition and protection Check warning devices - air, oil, temperature, and vacuum Test drive vehicle and evaluate Check drive train and engine performance Check interior electrical and mechanical performance Check steering, suspension, and braking performance Inspect interior & exterior condition and operation Note condition of paint and body in comment section of repair order		ed and marked and speedometer r wear and proper operation n, check all glass for cracks, condition on and vacuum ormance formance ation		
Engi	ne Compartment Se	rvice and Inspection		
	Change engine oil Inspect condition of Check charging an Inspect cooling system of Inspect condition of Inspect all compressive inspect air lines-less inspect fuel tanks, Inspect exhaust system of the Inspect for fluid leaf	and filter. Check all fluid leaf air filter, breather element of cranking systems, service stem, pressure test and report all belts and hoses of radiator, coolant, and tances are condition and protection check lines and pump, constem. Check manifold and unts less (oil, water, fuel, etc) Report and free play	ets, pcv filter and valve the battery, cables, and tray toair leaks as necessary thicks belt driven accessories ton the battery of the batter	
Stee	Lube all grease fitt Inspect all steering Check steering ge Remove all wheels	ar and mounting - free lash s. Check air pressure, insp	ot points, cables, linkages ents for wear and proper operation	

PM Group: BA Medium Vehicle PM Group		Vehicle PM Group	PM Level: A 5,000 or 6 months	
Vehicle # Mileage		Mileage	Date	
	Inspect brake lining condition, record % remaining on repair order. Replace brake lining if lining is 50% or less of new. Check parking brake. (adjust if necessary) Record % remaining on repair order.			
	Inspect brake hose	s and tubing condition-pro	tection ped), power booster and brake fluid	
	Re-pack wheel bea	rings, and replace wheel t , whichever occurs first	pearing seals, at each brake relining, or at	
Undercarriage, Chassis, Drivetrain, Exhaust, and Exterior Inspection/Service ☐ Inspect frame, leaf springs, shackles and u-bolts for cracks, loose nuts/bolts, etc ☐ Inspect drive shaft and universal joints for wear, loose bolts, etc ☐ Inspect transmission for leaks. Inspect mounts ☐ Inspect for axle seals and/or wheel seals for leaks ☐ Inspect condition, operation, and mounting of all exhaust system components ☐ Inspect differential for leaks. Check mounting and condition ☐ Clean under carriage, if needed			olts for cracks, loose nuts/bolts, etc ear, loose bolts, etc ts leaks f all exhaust system components	
Air B	Inspect air compre Inspect all valves, Drain and inspect Inspect entire brak Check for air leaks Check air governo Release after loss	hicles equipped with air ssor and governor operation relays and hoses for leaks air tanks for leaks and cone operation, air and mechal and 1-minute brake applier adjustment-minimum 85 of service air-test anti skid sure warning buzzer	on dition. Check mounting anical devices cation test, for air loss psi maximum 130 psi.	
Hydraulic System Inspection Service(if applicable) ☐ Inspect reservoir, pump and valve condition and operation ☐ Inspect hoses, rams, valves and pump for leaks ☐ Lubricate all grease fittings to any auxiliary mounted equipment ☐ Check operation and condition of any auxiliary mounted equipment				
Mec	hanic NamePle	ase Print	Employee #	
Mec	Mechanic Signature2		Date	

PM Group: BA Medium Vehicle PM Group		Vehicle PM Group	PM Level: B 15,000 or 18 months	
Vehicle # Mileage		Mileage	Date	
Road	Verify level of PN Check fire exting Check operation Inspect lap/shoul Inspect mirrors a Inspect windshiel Check all lights, the Check electrical of Check warning do Test drive vehicle Check drive train Check interior electric check interior electric check steering, so Inspect interior & Check	uisher and reflectors - secured of horn, defrosters, gauges, and seat latches for and supports dispersion, urn signals, mud flaps wiring condition and protection evices - air, oil, temperature, and secure of the	and speedometer wear and proper operation check all glass for cracks, condition and vacuum mance crmance cion	
Engir	Change engine of Inspect condition Check charging a Inspect cooling subspect condition Inspect all compositions are the conditions of the cooling and the cooling are the cooling and the cooling are the cooling and the cooling are the cool	nounts eaks(oil, water, fuel, etc) Repa ustment and free play ekage	s, pcv filter and valve e battery, cables, and tray air leaks as necessary selt driven accessories n dition and protection flange gaskets-muffler and condition	
Steer	Lube all grease inspect all steeri Check steering great Remove all when on repair order.	gear and mounting - free lash els. Check air pressure, inspe	t points, cables, linkages nts for wear and proper operation	

PM Group: BA Medium Vehicle PM Group			PM Level: B 15,000 or 18 months	
Vehicle #		Mileage	Date	
	Inspect brake lining condition, record % remaining on repair order. Replace brake lining if lining is 50% or less of new. Check parking brake. (adjust if necessary) Record % remaining on repair order.		ning on repair order. Replace brake linings brake. (adjust if necessary) Record %	
	Inspect brake hoses	and tubing condition-prote	ection ed), power booster and brake fluid	
	Re-pack wheel bearings, and replace wheel bearing seals, at each brake relining, or at every 15,000 miles, whichever occurs first			
Unde	Inspect frame, leaf some inspect drive shaft a Inspect transmission inspect for axle seat Inspect condition, o	springs, shackles and u-bo and universal joints for wea a for leaks. Inspect mounts is and/or wheel seals for le peration, and mounting of a or leaks. Check mounting	aks all exhaust system components	
Air E	Inspect air compres Inspect all valves, re Drain and inspect a Inspect entire brake Check for air leaks Check air governor	nicles equipped with air besor and governor operation elays and hoses for leaks ir tanks for leaks and conderoperation, air and mechanand 1-minute brake applicated adjustment-minimum 85 por service air-test anti skid leave warning buzzer	n ition. Check mounting nical devices ation test, for air loss si maximum 130 psi.	
Hydi	Inspect reservoir, p Inspect hoses, ram Lubricate all grease	tion Service (if applicable ump and valve condition ar s, valves and pump for leal e fittings to any auxiliary mo do condition of any auxiliary	nd operation ks ounted equipment	
Мес	hanic Name	Please Print	Employee #	
Mechanic SignatureDate			Date	

PM G	oup: BA Medium Veh	icle PM Group	PM Level: C 30,000 or 36 months
Vehic	e#	Mileage	Date
Road '	Verify level of PM serv Check fire extinguished Check operation of hot Inspect lap/shoulder be Inspect mirrors and su Inspect windshield wip Check all lights, turn si Check electrical wiring Check warning devices Test drive vehicle and Check drive train and of Check interior electrical Check steering, suspending per interior & externing	r and reflectors - secured rn, defrosters, gauges, a elts and seat latches for pports ers and wiper operation, ignals, mud flaps condition and protection s - air, oil, temperature, a evaluate	and speedometer wear and proper operation check all glass for cracks, condition and vacuum mance ormance ion
	Replace air filter, brea Replace fuel filter(s) Replace coolant with 5 Pressure test cooling some linspect condition of rail inspect charging and conspect air lines-leaks, inspect fuel tanks, che linspect exhaust system inspect engine mounts. Check for fluid leaks (Check clutch adjustment Check throttle linkage)	I filter. Check all fluid level ther elements, pcv filter and fepair leaks diator, coolant, and tank cranking system, service rs, fans, engine and/or by condition and protection eck lines and pump, condition and protection of the check manifold and for soil, water, fuel, etc) Repair and free play	and valve poling system, if needed as necessary s battery, cables and tray as necessary elt driven accessories n dition and protection lange gaskets-muffler and condition air if necessary
Steer	Lube all grease fittings Inspect all steering an	e and Tire Inspection a s, door hinges, and pivot d suspension componen and mounting - free lash	and Lube Service points, cables, linkages ts for wear and proper operation

PM C	Froup: BA Medium Ve	nicie Pivi Group	PIVI Level: C 30,000 or 36 months
Vehi	cle #	Mileage	Date
		ace tire if tread depth is exp	tire tread condition and record readings pected to reach the 3/32 minimum prior
	Inspect brake lining of	condition, record % remaining of new. Check parking bra	ng on repair order. Replace brake linings ake. (adjust if necessary) Record %
	Inspect brake hoses	and tubing condition-protect	etion
	reservoir level	-), power booster and brake fluid
	•	ngs, and replace wheel bea whichever occurs first	aring seals, at each brake relining, or at
	ercarriage, Chassis, D	rivetrain, Exhaust, and Ex	cterior Inspection/Service
			s for cracks, loose nuts/bolts, etc
		nd universal joints for wear, for leaks. Check mounts	loose boils, etc
		s and/or wheel seals for lea	ks
			l exhaust system components
	Inspect differential for	or leaks. Check mounting ar	nd condition
	Change transmission drain plug, draining t		es, on vehicles with a torque converter
	Drain and refill differ		
	Clean under carriage	e, if needed	
		icles equipped with air br	akes)
		sor and governor operation lays and hoses for leaks	
		tanks for leaks and conditi	on. Check mounting
		operation, air and mechani	
		and 1-minute brake applicat	
		adjustment-minimum 85 psi	
	Check low air pressu	f service air-test anti skid la ure warning buzzer	mp
Hyd	raulic System Inspect	ion Service (if applicable)	
	Inspect reservoir, pu	imp and valve condition and	d operation
	Inspect hoses, rams	, valves and pump for leaks	S untad aquinment
	Check operation and	fittings to any auxiliary mou d condition of any auxiliary i	inteu equipment mounted equipment
ш	Check operation and	a condition of any auxiliary i	mountou oquipmonti

PM Group: BA Medium Vehicle PM Group		PM Level: C 30,000 or 36 months
Vehicle #	Mileage	Date
Mechanic Name	Please Print	Employee #
Mechanic Signature		Date

PM G	roup: CA Heavy Vo	ehicle PM Group	PM Level: A 6,000 or 6 months
Vehicle # Mileage_		Mileage	Date
Road	Test		
	Verify level of PM s	service required, outstanding cam	paigns, recalls or other programs
	Fire extinguisher a	nd reflectors - secured and marke	ed
	Check operation of	horn, defrosters, gauges, and sp	peedometer
	Inspect lap/shoulde	er belts and seat latches for wear	and proper operation
	Inspect mirrors and	l supports	
	Inspect windshield	wipers and wiper operation, chec	ck all glass for cracks, condition
	Check all lights, tui	rn signals, mud flaps	
		ring condition and protection	
		f all warning devices - air, oil, and	temperature, vacuum
	Test drive vehicle		
		nd engine performance	
		trical and mechanical performance	
	Check steering, su	spension and braking performand	ce
		exterior condition and operation	
	Inspect cage locks		
		of body, cab and doors	n of ropair order
		paint and body in comment section f heating and A/C system	ii oi repaii ordei
	Check operation o	Heating and Ave system	
Engin	e Compartment Se	ervice and Inspection	
	Change oil and filt	er, check all fluid levels and fluid	condition
	Change coolant file	ter	
	Inspect coolant an	d inhibitor strength, bring up to s	pecifications. Replace coolant with
	new 50/50 mix (co	olant/water) every 100,000 miles	or two years.
	Check charging ar	nd cranking system, service batte	ry, cables and tray as necessary
	Clean & service ba	attery and battery doors and cable	es
		alternator, starter, brushes, wiring	g-mounting
		d change when needed	
	Inspect condition of	of radiator, fluid, hoses, and tanks	S
	Inspect all belts, c	ompressors, fans, engine and/or	belt driven accessories
	Inspect air lines-le	aks, condition and protection	
	Inspect fuel tanks,	check lines and pump, condition	and protection
		anifold and flange gaskets-muffle	er and condition
	Inspect engine mo		ound
		ks(oil, water, fuel, etc) Repair if fo	Juna
	Check throttle link	stment and free play	
	CHECK HITOLINE IIIIK	ayo	

PM Group: CA Heavy Vehicle PM Group		PM Level: A 6,000 or 6 months	
Vehicle # Mileage		Mileage	Date
Brake	es		
	Check tractor prote	ction valve	
	•	tubing, condition and protecti	on
		s, drums and adjustment-ne	
	Inspect brake lining	condition, record % remainings of new. Check parking bra	ng on repair order. Replace brake linings ake. (adjust if necessary) Record %
	Lube slack adjuster		•
	Adjust slack adjuste		
		e condition and adjustment	
		stem, labeled, operable	
		of service air, anti skid if equ	uipped
Chas	sis		
		ondition and mounting	
		ngs, door hinges and pivot p	oints, cables, linkages
		all add on equipment i.e., lif	
			d correct torque. Replace tire if tread
_	depth is expected i	t reach 3/32 minimum prior to	next PM
	Inspect wheel seal	for leaks. Inspect hydraulic b	orake system for leaks
		ar and mounting. Check free	
		ms, drag links, tie rod ends	
		s members for wear, cracks,	rust, damage, etc
		ackles, u-bolts, king pins, sh	
		n, differential fluid level, seals	
		universal joints, and guards	
			ange gaskets-muffler and condition
		umps condition, mounts, leal	
		d firewall, air tight and clean	
	Clean under carria	-	·
Air B	rake System Inspec	tion	
		ssor and governor operation	
		relays and hoses for leaks	
		air tanks for leaks and conditi	ion
		e operation, air and mechani	
		tment-minimum 85 psi max	
	Check for air loss.	un-applied, 1 minute 3 psi m	aximum
		applied, 1 minute 3 psi maxir	
	Drain number 1 air	reservoir - test all check valv	ves - low air warning devices
		ecure, drain operable, drain ta	

PINI G	roup: CA Heav	y venicie Pivi Group	Pivi Level: A 6,000 or 6 months
Vehicle #		Mileage	Date
	Check low air v	warning buzzer	
Hydraulic System Inspection and Service ☐ Inspect reservoir, pump and valve condition and operation ☐ Inspect hoses, rams, valves, and pump for leaks ☐ Lubricate all grease fittings to any auxiliary mounted equipment. ☐ Check operation and condition of any auxiliary mounted equipment.		ted equipment.	
Mech	anic Name	Please Print	Employee #
Mech	anic Signature		Date

PM Group: CA Heavy Vehicle PM Group		PM Level: B 12,000 or 12 months
Vehicle # Mileage		Date
Road T		g campaigns, recalls or other programs marked and speedometer wear and proper operation , check all glass for cracks, condition
	Check drivetrain and engine performance Check interior electrical and mechanical performance Check steering, suspension and braking performance Inspect interior & exterior condition and operationspect cage locks and condition Inspect condition of body, cab and doors Note condition of paint and body in comment of the company of the condition of heating and A/C system	rmance lion
	Compartment Service and Inspection Change oil and filter, check all fluid levels and Change coolant filter Inspect coolant and inhibitor strength, bring u new 50/50 mix (coolant/water) every 100,000 i Check charging and cranking system, service Clean & service battery and battery doors and Inspect generator/alternator, starter, brushes, Inspect air filter and change when needed Inspect condition of radiator, fluid, hoses, and Inspect all belts, compressors, fans, engine ai Inspect air lines-leaks, condition and protectio Inspect fuel system and replace fuel filters Inspect fuel tanks, check lines and pump, con Inspect exhaust manifold and flange gaskets- Inspect engine mounts Check for fluid leaks (oil, water, fuel, etc) Rep Check clutch adjustment and free play Check throttle linkage Replace power steering line filter & suspensio Adjust valve train (performed every 12 months)	p to specifications. Replace coolant with miles or two years. battery, cables and tray as necessary cables wiring-mounting tanks ad/or belt driven accessories and dition and protection muffler and condition air if found n filter (if applicable)

PM G	roup: CA Heavy	Vehicle PM Group	PM Level: B 12,000 or 12 months
Vehic	le#	Mileage	Date
	Draw oil sample	from engine crankcase oil (min	4oz). Perform oil analysis of sample
Brake	es		
	Check tractor pro	otection valve	
		nd tubing, condition and protecti	ion
		ıstment-minimum 85 psi max	
	Check brakes-lin	ings, drums and adjustment-ne	ear cam over, pedal height
		r less of new. Check parking br	ng on repair order. Replace brake linings ake. (adjust if necessary) Record %
	Lube slack adjus	ters	
	Adjust slack adju		
		rake condition and adjustment	
		system, labeled, operable	
	Releases after to	oss of service air, anti skid if eq	uippea
Chas			
		el condition and mounting	ainta achlea linkagan
		fittings, door hinges and pivot p	
	Inspect whools	rice all add on equipment i.e., lif	ngate, ints, etc nd correct torque. Replace tire if tread
	donth is expects	ed it reach 3/32 minimum prior to	n nevt PM
	Increct wheel se	eal for leaks. Inspect hydraulic t	orake system for leaks
	Check steering	gear and mounting. Check free	lash and oil level
		arms, drag links, tie rod ends	and on jover
	Check frame cr	oss members for wear, cracks,	rust, damage, etc
		shackles, u-bolts, king pins, sh	
		sion, differential fluid level, seal	
		aft, universal joints, and guards	
	Inspect exhaust	system. Check manifold and fla	ange gaskets-muffler and condition
	Fuel tanks, lines	s, pumps condition, mounts, lea	ks
		and firewall, air tight and clean	
	Clean under car	riage-if needed	
Air B	rake System Insp	pection	
		pressor and governor operation	
		s, relays and hoses for leaks	
		ct air tanks for leaks and condit	
	Inspect entire b	rake operation, air and mechan	ical devices
	Air governor ad	ustment-minimum 85, maximur	n 130
	Check for air los	şs, un-applied, 1 minute 3 psi m	naxımum

PIVI G	roup. CA neav	y venicie Fivi Group	PIVI Level. B 12,000 OF 12 MONTHS
Vehicle # Mileage		Mileage	Date
	Drain number Check all tanks	oss, applied, 1 minute 3 psi maxim 1 air reservoir - test all check valve s, secure, drain operable, drain tar warning buzzer	es - low air warning devices
Hydraulic System Inspection and Service ☐ Inspect reservoir, pump and valve condition and operation ☐ Inspect hoses, rams, valves, and pump for leaks ☐ Lubricate all grease fittings to any auxiliary mounted equipment. ☐ Check operation and condition of any auxiliary mounted equipment			s nted equipment.
Mechanic Name		Please Print	Employee #
Mechanic Signature			Date

PM Group: CA Heavy Vehicle PM Group		ehicle PM Group	PM Level: C 24,000 or 24 months	
Vehicle # Mileage		Mileage	Date	
Road	Test			
		service required, outstanding	campaigns, recalls or other programs	
	•	ind reflectors - secured and r		
		f horn, defrosters, gauges, a		
		er belts and seat latches for v		
	Inspect mirrors an			
			check all glass for cracks, condition	
	•	rn signals, mud flaps	consum grade for ename, comment	
	•	iring condition and protection	1	
		f all warning devices - air, oil		
	Test drive vehicle	-	,	
		nd engine performance		
		ctrical and mechanical perform	mance	
		uspension and braking perfor		
		exterior condition and operati		
	Inspect cage locks			
		of body, cab and doors		
	Note condition of	paint and body in comment so	ection of repair order	
	Check operation of	f heating and A/C system		
Engir	ne Compartment S	ervice and Inspection		
		er, check all fluid levels and t	fluid condition	
	Change coolant fi		,	
	Inspect coolant ar	d inhibitor strength, bring up	to specifications. Replace coolant with	
		olant/water) every 100,000 n		
	Check charging a	nd cranking system, service t	battery, cables and tray as necessary	
	Clean & service b	attery and battery doors and	cables	
		/alternator, starter, brushes, v	wiring-mounting	
		nd change when needed		
		of radiator, fluid, hoses, and t		
	Inspect all belts, o	ompressors, fans, engine an	d/or belt driven accessories	
		aks, condition and protection		
		, check lines and pump, cond	lition and protection	
	Inspect fuel syste	m and replace fuel filters		
	•	nanifold and flange gaskets-n	nuffler and condition	
	Inspect engine me			
		iks(oil, water, fuel, etc) Repai	ir it tound	
		stment and free play		
	Check throttle link		en ee e	
		eering line filter & suspensior		
	Adjust valve train	(performed every 12 months)	or 60,000 miles, whichever occurs first)	

PM Gro	oup: CA Heavy Vehicle PM Group	PM Level: C 24,000 or 24 months
Vehicle	# Mileage	Date
	Change differential gear oil Change transmission fluid and filter (if applicable)	
Brakes		
	Check tractor protection valve Inspect hoses and tubing, condition and protectior Air governor adjustment-minimum 85 psi maxim	um 130 psi.
	Check brakes-linings, drums and adjustment-near Inspect brake lining condition, record % remaining if lining is 50% or less of new. Check parking brak remaining on repair order.	on repair order. Replace brake linings
	Lube slack adjusters Adjust slack adjusters	
	Check parking brake condition and adjustment	
	Emergency stop system, labeled, operable Releases after loss of service air, anti skid if equip	pped
Chassi		
	Check fifth wheel condition and mounting Lube all grease fittings, door hinges and pivot poir	nts cables linkages
	Inspect and service all add on equipment i.e., liftg	ate, lifts, etc.
	Inspect wheels, tires, and lug nuts for cracks and depth is expected it reach 3/32 minimum prior to r	
	Inspect wheel seal for leaks. Inspect hydraulic bra	ke system for leak.
	Check steering gear and mounting. Check free last Inspect steering arms, drag links, tie rod ends	sh and oil level
	Check frame, cross members for wear, cracks, ru	
	Inspect springs, shackles, u-bolts, king pins, shoc Check transmission and differential mounting and	k absorbers condition, Inspect seals for leaks
	Inspect drive shaft, universal joints, and guards	
	Inspect exhaust system. Check manifold and flang Fuel tanks, lines, pumps condition, mounts, leaks	ge gaskets-muffler and condition
	Body underside and firewall, air tight and clean	
	Clean under carriage-if needed	
Air Bra	ake System Inspection	
	Inspect air compressor and governor operation Inspect all valves, relays and hoses for leaks	
	Drain and inspect air tanks for leaks and condition	า
	Inspect entire brake operation, air and mechanica Air governor adjustment-minimum 85, maximum	al devices
	Air governor adjustment-minimum 65, maximum 2	

PIVI Group: CA Hea	ivy venicie Pivi Group	Pivi Level. C 24,000 or 24 months	
Vehicle # Mileage		Date	
☐ Check for air ☐ Drain number ☐ Check all tan	for air loss, un-applied, 1 minute 3 psi maximum for air loss, applied, 1 minute 3 psi maximum number 1 air reservoir - test all check valves - low air warning devices all tanks, secure, drain operable, drain tanks low air warning buzzer		
Hydraulic System Inspection and Service ☐ Inspect reservoir, pump and valve condition and operation ☐ Inspect hoses, rams, valves, and pump for leaks ☐ Lubricate all grease fittings to any auxiliary mounted equipment ☐ Check operation and condition of any auxiliary mounted equipment			
Mechanic Name	Please Print	_Employee #	
Mechanic Signature		Date	

PM G	roup: FA Super He	eavy Vehicle PM Group	PM Level: A 10,000 or 6 months
Vehicle #		Mileage	Date
Road	Test		
		service required outstanding	campaigns, recalls or other programs
		nd reflectors - secured and n	
	_	f horn, defrosters, gauges, ar	
		er belts and seat latches for v	
	Inspect mirrors and		wear and proper operation
			check all glass for cracks, condition
	_	rn signals, mud flaps	oriook an glass for stacks, sorialistic
		ring condition and protection	
		f all warning devices - air, oil,	
	Test drive vehicle	_	and temperature, vacuum
		nd engine performance	
		trical and mechanical perforr	mance
		spension and braking perfori	
		exterior condition and operation	
	Inspect cage locks	•	
			ude emergency exits and baggage doors
		aint and body in comment se	
	Check operation o	f heating and A/C system	
Fnain	e Compartment Se	rvice and Inspection	
		er, check all fluid levels and f	luid condition
	Change coolant file		·
			to specifications. Replace coolant with
_		olant/water) every 100,000 m	
			pattery, cables and tray as necessary
		attery and battery doors and o	•
		alternator, starter, brushes, w	
		d change when needed	
	•	of radiator, fluid, hoses, and to	anks
	Inspect all belts, co	ompressors, fans, engine and	d/or belt driven accessories
	Inspect air lines-le	aks, condition and protection	
	Inspect fuel tanks	Check lines and pump, condi	ition and protection
		n and replace fuel filters	
		anifold and flange gaskets-m	uffler and condition
	Inspect engine mo		
\Box		ks (oil, water, fuel, etc) Repai	ir if found
	_	stment and free play	
	Check throttle link		
П	Draw oil sample fr	om engine crankcase oil (mir	4oz). Perform oil analysis of sample

PM (Group: FA Super He	eavy Vehicle PM Group	PM Level: A 10,000 or 6 months
Vehicle#		Mileage	Date
Brak	es		
	Check tractor prote	ection valve	
		tubing, condition and protection	
		gs, drums and adjustment-near o	
			on repair order. Replace brake linings
	_		. (adjust if necessary) Record %
_	remaining on repa		
	Lube slack adjuste Adjust slack adjus		
		ke condition and adjustment	
		ystem, labeled, operable	
		s of service air, anti skid if equipp	ped
Cha	ssis		
		condition and mounting	
		tings, door hinges and pivot point	
		e all add on equipment i.e., liftga	
			orrect torque. Replace tire if tread
		it reach 3/32 minimum prior to ne I for leaks. Inspect hydraulic brak	
		ear and mounting. Check free last	
		rms, drag links, tie rod ends	
	Check frame, cros	s members for wear, cracks, rus	t, damage, etc
	Inspect springs, sl	nackles, u-bolts, king pins, shock	absorbers, and suspension air bags
		on, differential fluid level, seals, a	nd mounting
	Inspect drive shaf	t, universal joints, and guards	1 4 (0 4 122
		ystem. Check manifold and flange	e gaskets-muttler and condition
		oumps condition, mounts, leaks and firewall, air tight and clean	
	Clean under carria	. •	
Air I	Brake System Inspe		
		essor and governor operation	
		relays and hoses for leaks	
		air tanks for leaks and condition ke operation, air and mechanical	devices
	Air governor adius	stment-minimum 85 psi maxim	um 130 psi.
	Check for air loss	, un-applied, 1 minute 3 psi maxir	num
	Check for air loss	, applied, 1 minute 3 psi maximur	n
\Box	Drain number 1 a	ir reservoir - test all check valves	- low air warning devices

PIVI	Group: FA Supe	er Heavy Venicle PM Group	PM Level: A 10,000 or 6 months		
Vehi	icle #	Mileage	Date		
	Check all tanks, secure, drain operable, drain tanks Check low air warning buzzer				
Hydi	 ☐ Inspect hoses, rams, valves, and pump for leaks ☐ Lubricate all grease fittings to any auxiliary mounted equipment. 				
Mechanic Name		I Please Print	Employee #		
Mechanic Signature			Date		

PIM G	roup: FA Super Heavy Venicle Pivi Group	PIVI Level. B 20,000 or 12 months
Vehic	ile#Mileage	Date
Road	Test	
	Verify level of PM service required, outstanding of	ampaigns, recalls or other programs
	Fire extinguisher and reflectors - secured and ma	
	Check operation of horn, defrosters, gauges, and	
	Inspect lap/shoulder belts and seat latches for we	ear and proper operation
	Inspect mirrors and supports	
	Inspect windshield wipers and wiper operation, cl	neck all glass for cracks, condition
	Check all lights, turn signals, mud flaps	
	Check electrical wiring condition and protection	
	Check operation of all warning devices - air, oil, a	and temperature, vacuum
	Test drive vehicle and evaluate	
	Check drivetrain and engine performance	
	Check interior electrical and mechanical performa	
	Check steering, suspension and braking perform	
	Inspect interior & exterior condition and operation	· · · · · · · · · · · · · · · · · · ·
	Inspect cage locks and condition	
	Inspect condition of body, cab and doors to inclu	
	Note condition of paint and body in comment sec	ation of repair order
	Check operation of heating and A/C system	
Engi	ne Compartment Service and Inspection	
	Change oil and filter, check all fluid levels and flu	id condition
	Change coolant filter	
	Inspect coolant and inhibitor strength, bring up to	
	new 50/50 mix (coolant/water) every 100,000 mil	es or two years.
	Check charging and cranking system, service ba	ttery, cables and tray as necessary
	Clean & service battery and battery doors and ca	
	Inspect generator/alternator, starter, brushes, wi	ring-mounting
	Inspect air filter and change when needed	
	Inspect condition of radiator, fluid, hoses, and tai	
	Inspect all belts, compressors, fans, engine and/	or belt driven accessories
	Inspect air lines-leaks, condition and protection	·
	Inspect fuel tanks Check lines and pump, conditi	on and protection
	Inspect fuel system and replace fuel filters	fflow and condition
	Inspect exhaust manifold and flange gaskets-mu	mer and condition
	Inspect engine mounts	if found
	Check for fluid leaks (oil, water, fuel, etc) Repair	II TOUNG
	Check clutch adjustment and free play	
	Check throttle linkage Replace power steering line filter & suspension f	ilter (if annlicable)
	Adjust valve train (performed every 12 months o	r 60 000 miles, whichever occurs first)
	Autust yaive tiaiti theriottilea every 12 months o	1 00,000 1111100, 111110110101 000010 11101/

PINI G	roup: FA Super neavy venicle Pivi Group	Pivi Level: B 20,000 or 12 months	
Vehic	e#Mileage	Date	
	Draw oil sample from engine crankcase oil (min 40	oz). Perform oil analysis of sample	
Brake	S		
□ .	Check tractor protection valve		
	Inspect hoses and tubing, condition and protection		
	Air governor adjustment-minimum 85 psi maxim		
	Check brakes-linings, drums and adjustment-near Inspect brake lining condition, record % remaining		
ы	if lining is 50% or less of new. Check parking brak remaining on repair order.		
	Lube slack adjusters		
	Adjust slack adjusters		
	Check parking brake condition and adjustment		
-	Emergency stop system, labeled, operable Releases after loss of service air, anti skid if equip	nned	
	The load of the load of the land and an equip	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Chass			
	Check fifth wheel condition and mounting Lube all grease fittings, door hinges and pivot poir	nte cables linkages	
	Inspect and service all add on equipment i.e., liftg		
	Inspect wheels, tires, and lug nuts for cracks and		
	depth is expected it reach 3/32 minimum prior to r		
	Inspect wheel seal for leaks. Inspect hydraulic brake system for leaks		
	Check steering gear and mounting. Check free last lnspect steering arms, drag links, tie rod ends	sn and oil level	
	Check frame, cross members for wear, cracks, ru	st, damage, etc	
	Inspect springs, shackles, u-bolts, king pins, shoc Check transmission, differential fluid level, seals,	k absorbers, and suspension air bags	
	Inspect drive shaft, universal joints, and guards		
	Inspect exhaust system. Check manifold and flang		
	Fuel tanks, lines, pumps condition, mounts, leaks Body underside and firewall, air tight and clean		
	Clean under carriage-if needed		
41 5	a la Cartana la carthar		
	ake System inspection Inspect air compressor and governor operation	•	
	Inspect all valves, relays and hoses for leaks		
	Drain and inspect air tanks for leaks and condition		
	Inspect entire brake operation, air and mechanica	l devices	
	Air governor adjustment-minimum 85 psi maxir		
	Check for air loss, un-applied, 1 minute 3 psi max	antuni	

PM Group: FA Super Heavy Vehicle PM Group PM Level: B 20,000 or 12 months				
Vehicle	e#	Mileage	Date	
	Drain number Check all tanks	ck for air loss, applied, 1 minute 3 psi maximum n number 1 air reservoir - test all check valves - low air warning devices ck all tanks, secure, drain operable, drain tanks ck low air warning buzzer		
Hydraulic System Inspection and Service ☐ Inspect reservoir, pump and valve condition and operation ☐ Inspect hoses, rams, valves, and pump for leaks ☐ Lubricate all grease fittings to any auxiliary mounted equipment. ☐ Check operation and condition of any auxiliary mounted equipment				
Mechanic NameEmployee # Please Print		mployee #		
Mechanic Signature _		D	ate	

PM G	roup: FA Super Heavy	Vehicle PM Group	PM Level: C 40,000 or 24 months
Vehic	le#	Mileage	Date
Road	Test		
		ce required, outstanding	campaigns, recalls or other programs
	•	eflectors - secured and ma	· · ·
		n, defrosters, gauges, and	·
	•		ear and proper operation
	Inspect mirrors and sup		
			heck all glass for cracks, condition
	Check all lights, turn si		· · · · · · · · · · · · · · · · · · ·
		condition and protection	
			and temperature, vacuum
	Test drive vehicle and	_	•
	Check drivetrain and e	ngine performance	
	Check interior electrica	I and mechanical perform	ance
	Check steering, suspen	nsion and braking perform	nance
		ior condition and operatio	
	Inspect cage locks and	l condition	
			ide emergency exits and baggage doors
		and body in comment see	ction of repair order
	Check operation of hea	ating and A/C system	
Fnair	e Compartment Servic	e and Inspection	
	Change oil and filter o	heck all fluid levels and fluid	uid condition
	Change coolant filter	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		nibitor strength, bring.up	to specifications. Replace coolant with
_		t/water) every 100,000 mi	
			attery, cables and tray as necessary
		y and battery doors and c	
	Inspect generator/alter	nator, starter, brushes, w	iring-mounting
	Inspect air filter and ch	ange when needed	
		diator, fluid, hoses, and ta	
			or belt driven accessories
		condition and protection	
		ck lines and pump, condit	tion and protection
	Inspect fuel system an	d replace fuel filters	
		old and flange gaskets-mi	uffler and condition
	Inspect engine mounts		
		il, water, fuel, etc) Repair	if found
	Check clutch adjustme	ent and free play	
	Check throttle linkage	U. a. Ella Oamama!	filter (if applicable)
	Replace power steering	g line filter & suspension	Hiter (II applicable)
	Adjust valve train (per	ormea every 12 months o	or 60,000 miles, whichever occurs first)

PM (Group: FA Super F	eavy Vehicle PM Group	PM Level: C 40,000 or 24 months
Vehicle #		Mileage	Date
	Draw oil sample from engine crankcase oil (min 4oz). Perform oil analysis of sample Change transmission fluid and filter (if applicable)		
Brak	es		
	Air governor adju- Check brakes-lini Inspect brake lini if lining is 50% or	I tubing, condition and protect stment-minimum 85 psi. maxi ngs, drums and adjustment-ne ng condition, record % remaini less of new. Check parking br	mum 130 psi.
	remaining on repair order. Lube slack adjusters Adjust slack adjusters Check parking brake condition and adjustment Emergency stop system, labeled, operable Releases after loss of service air, anti skid if equipped		
Cha	ssis		
	Lube all grease fi Inspect and servi Inspect wheels, ti depth is expected Inspect wheel sea Check steering ga Inspect steering a Check frame, cro Inspect springs, so Check transmissi Change differenti Inspect drive sha Inspect exhaust so Fuel tanks, lines,	it reach 3/32 minimum prior to all for leaks. Inspect hydraulic bear and mounting. Check free arms, drag links, tie rod ends as members for wear, cracks, shackles, u-bolts, king pins, shon, differential fluid level, seal all gear oil ft, universal joints, and guards bystem. Check manifold and flapumps condition, mounts, leand firewall, air tight and clean	ftgate, lifts, etc. nd correct torque. Replace tire if tread o next PM brake system for leak. lash and oil level rust, damage, etc nock absorbers, and suspension air bags s, and mounting ange gaskets-muffler and condition ks
Air I	Inspect all valves Drain and inspec	ection essor and governor operation , relays and hoses for leaks t air tanks for leaks and condit lke operation, air and mechan	lion

PM G	Froup: FA Supe	er Heavy Vehicle PM Group	PM Level: C 40,000 or 24 months
Vehic	ele#	Mileage	Date
	Air governor adjustment-minimum 85 psi maximum 130 psi. Check for air loss, un-applied, 1 minute 3 psi maximum Check for air loss, applied, 1 minute 3 psi maximum Drain number 1 air reservoir - test all check valves - low air warning devices Check all tanks, secure, drain operable, drain tanks Check low air warning buzzer		
Hydra	Inspect reserve Inspect hoses, Lubricate all gr	spection and Service oir, pump and valve condition and , rams, valves, and pump for leaks rease fittings to any auxiliary mour on and condition of any auxiliary m	nted equipment
Mecha	anic Name	Please Print	Employee #
Mecha	anic Signature		Date

PM Group: DA Bus PM Group			PIVI Level: A 6,000 or 6 months
Vehicle # Mileage		Mileage	Date
Road	Test		
	Verify level of Pl	M service required, outstanding c	ampaigns, recalls or other programs
	Test drive vehicl		and and an entire broad and
		r and reflectors - secured and ma	rked
		of horn, defrosters, gauges, and	
		ilder belts and seat latches for we	
	Inspect mirrors		and proper operation
			neck all glass for cracks, condition
		turn signals, mud flaps	
		wiring condition and protection	
		of all warning devices - air, oil, a	nd temperature, vacuum
		and engine performance	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		lectrical and mechanical performa	ance
		suspension and braking performa	
		& exterior condition and operation	
		cks and condition	
	Inspect condition	n of body, cab and doors to include	de emergency exits and baggage doors
	Note condition of	of paint and body in comment sec	tion of repair order
	Check operation	of heating and A/C system	
Engin	e Compartment	Service and Inspection	
	Change oil and	filter, check all fluid levels and flu	id condition
	Change coolant		
	Inspect coolant	and inhibitor strength, bring up to	specifications. Replace coolant with
	new 50/50 mix (coolant/water) every 100,000 mile	es or two years.
		tem and replace fuel filters	•
		and cranking system	
	Clean & service	battery and battery doors, cables	s, and tray as necessary
	Inspect generat	or/alternator, starter, brushes, wir	ing-mounting
		and change and/or service as ne	
	Inspect conditio	n of radiator, fluid, hoses, and tar	nks
	Inspect all belts	, compressors, fans, engine and/	or belt driven accessories
		-leaks, condition and protection	
	Inspect fuel tan	ks Check lines and pump, condition	on and protection
		manifold and flange gaskets-mu	ffler and condition
	Inspect engine		
		eaks (oil, water, fuel, etc) Repair	if found **
	Check throttle li	nkage	
	Draw oil sample	e from engine crankcase oil (min 4	4oz). Perform oil analysis of sample

PM G	roup: DA Bus PM Group	PM Level: A 6,000 or 6 months
Vehicle # Mileage_		geDate
Brake	Inspect hoses and tubing, condition Air governor adjustment-minimum 8 Check brakes-linings, drums and ad Inspect brake lining condition, record	5 psi maximum 130 psi. ljustment-near cam over, pedal height d % remaining on repair order. Replace brake linings k parking brake. (adjust if necessary) Record % adjustment berable
Chase	Lube all grease fittings, door hinges Inspect and service all add on equip Inspect wheels, tires, and lug nuts for depth is expected it reach 3/32 mining Inspect wheel seal for leaks. Inspect Check steering gear and mounting. Inspect steering arms, drag links, tied Check frame, cross members for we Inspect springs, shackles, u-bolts, ke Check transmission, differential fluid Inspect drive shaft, universal joints,	oment i.e., liftgate, lifts, etc or cracks and correct torque. Replace tire if tread mum prior to next PM It hydraulic brake system for leaks Check free lash and oil level It rod ends It rod ends It roacks, rust, damage, etc It roing pins, shock absorbers, and suspension air bags It level, seals, and mounting and guards Inifold and flange gaskets-muffler and condition mounts, leaks
Air B	rake Inspection Inspect air compressor and governor Inspect all valves, relays and hoses Drain and inspect air tanks for leaks Inspect entire brake operation, air a Air governor adjustment-minimum & Check for air loss, un-applied, 1 min Check for air loss, applied, 1 minute Drain number 1 air reservoir - test a Check all tanks, secure, drain operations.	for leaks s and condition and mechanical devices 35 psi maximum 130 psi. nute 3 psi maximum e 3 psi maximum all check valves - low air warning devices able, drain tanks

PM Group: DA Bus PM Group	· · · · · · · · · · · · · · · · · · ·	PM Le	PM Level: A 6,000 or 6 months	
Vehicle # Mileage_			Date	
Hydraulic System Inspection and Service ☐ Inspect reservoir, pump and valve conditio ☐ Inspect hoses, rams, valves and pump for ☐ Lubricate all grease fittings to any auxiliary ☐ Check operation and condition of any auxil		or leaks ery mounted equipment.		
Mechanic Name	Elease Print	mployee#	·	
Mechanic Signature		Date		

PM Gr	oup: DA Bus PM Group	PM Level: B 12,000 or 12 months	
Vehicle # Mileage		Date	
Road 7	Verify level of PM service required, outstanding of Test drive vehicle and evaluate Fire extinguisher and reflectors - secured and man Check operation of horn, defrosters, gauges, and Inspect lap/shoulder belts and seat latches for word Inspect mirrors and supports Inspect windshield wipers and wiper operation, on Check all lights, turn signals, mud flaps Check electrical wiring condition and protection Check operation of all warning devices - air, oil, and Check drivetrain and engine performance Check interior electrical and mechanical performance Check steering, suspension and braking performance Inspect interior & exterior condition and operation Inspect cage locks and condition	campaigns, recalls or other programs arked d speedometer ear and proper operation check all glass for cracks, condition and temperature, vacuum cance nance	
	Inspect condition of body, cab and doors to inclu Note condition of paint and body in comment see	ide emergency exits and baggage doors ction of repair order	
	Check operation of heating and A/C system		
Engin	e Compartment Service and Inspection Change oil and filter, check all fluid levels and flu Change coolant filter Inspect coolant and inhibitor strength, bring up		
	new 50/50 mix (coolant/water) every 100,000 mi Inspect fuel system and replace fuel filters Check charging and cranking system	iles or two years.	
	Clean & service battery and battery doors, cable inspect generator/alternator, starter, brushes, with inspect air filter and change and/or service as no	iring-mounting eeded	
	Inspect condition of radiator, fluid, hoses, and ta Inspect all belts, compressors, fans, engine and Inspect air lines-leaks, condition and protection	/or belt driven accessories	
	Inspect fuel tanks Check lines and pump, condit Inspect exhaust manifold and flange gaskets-multispect engine mounts	uffler and condition	
	Check for fluid leaks (oil, water, fuel, etc) Repair Check throttle linkage Adjust valve train (performed every 12 months of Draw oil sample from engine crankcase oil (min	or 60,000 miles, whichever occurs first)	

PM Group: DA Bus PM Group			PM Level: B 12,000 or 12 months
Vehicle # Mileage		Mileage	Date
Brake	Inspect hoses and Air governor adjust slack adjust Emergency stop	r less of new. Check parking brak pair order. sters	num 130 psi. r cam over, pedal height g on repair order. Replace brake linings ke. (adjust if necessary) Record %
Chas	Lube all grease Inspect and sen Inspect wheels, depth is expected Inspect wheel so Check steering Inspect steering Check frame, collaboration in the Inspect drive shall inspect exhausing Fuel tanks, lines	ed it reach 3/32 minimum prior to real for leaks. Inspect hydraulic bragear and mounting. Check free la arms, drag links, tie rod ends coss members for wear, cracks, rushackles, u-bolts, king pins, shockion, differential fluid level, seals, aft, universal joints, and guards. system. Check manifold and flans, pumps condition, mounts, leaks and firewall, air tight and clean	gate, lifts, etc. correct torque. Replace tire if tread next PM. ake system for leaks. sh and oil level ust, damage, etc. ck absorbers, and suspension air bags and mounting. age gaskets-muffler and condition
Air B	Inspect all valve Drain and inspect Inspect entire be Air governor ad Check for air lo Check for air lo Drain number 1 Check all tanks	pressor and governor operation es, relays and hoses for leaks ect air tanks for leaks and conditionake operation, air and mechanical justment-minimum 85, maximum es, un-applied, 1 minute 3 psi maximum eir reservoir - test all check valver, secure, drain operable, drain tandarning buzzer and light	al devices 130 ximum um es - low air warning devices

FIVI	Jioup. DA Dus Fivi	Gloup	PIVI Level: B 12,000 or 12 months	
Vehicle # Mileage		Mileage	Date	
Hydraulic System Inspection and Service ☐ Inspect reservoir, pump and valve condition ☐ Inspect hoses, rams, valves and pump for ☐ Lubricate all grease fittings to any auxiliary ☐ Check operation and condition of any aux		pump and valve condition and ms, valves and pump for leaks se fittings to any auxiliary mou	leaks mounted equipment.	
Mech	nanic Name	Empl Please Print	loyee #	
Mech	nanic Signature		Date	

PM Group: DA Bus PM Group			PIVI Level: C 24,000 or 24 months	
Vehicle # Mileage_		Mileage	Date	
Road	l Test			
		A service required, outstanding	campaigns, recalls or other programs	
	Test drive vehicle			
		and reflectors - secured and n	narked	
		of horn, defrosters, gauges, ar		
	Inspect lan/shou	der belts and seat latches for v	wear and proper operation	
	Inspect mirrors a			
	Inspect windshie	ld wipers and wiper operation.	check all glass for cracks, condition	
		turn signals, mud flaps		
		wiring condition and protection		
	Check operation	of all warning devices - air, oil,	, and temperature, vacuum	
		and engine performance	•	
	Check interior el	ectrical and mechanical perforr	mance	
		suspension and braking perfor		
		k exterior condition and operation		
	Inspect cage loc			
	Inspect condition	n of body, cab and doors to incl	lude emergency exits and baggage doors	
	Note condition o	f paint and body in comment se	ection of repair order	
	Check operation	of heating and A/C system		
Fnai	ne Compartment	Service and Inspection	•	
	Change oil and t	filter, check all fluid levels and f	fluid condition	
	Change coolant			
	Inspect coolant	and inhibitor strength, bring up	to specifications. Replace coolant with	
		coolant/water) every 100,000 n		
		em and replace fuel filters		
	Check charging	and cranking system		
	Clean & service	battery and battery doors, cabl	les, and tray as necessary	
	Inspect generate	or/alternator, starter, brushes, v	wiring-mounting	
	Inspect air filter	and change and/or service as i	needed	
	Inspect condition	n of radiator, fluid, hoses, and t	tanks	
	Inspect all belts	compressors, fans, engine an	d/or belt driven accessories	
	Inspect air lines	-leaks, condition and protectior	1	
	Inspect fuel tank	s Check lines and pump, cond	lition and protection	
	Inspect exhaust	manifold and flange gaskets-n	nuffler and condition	
	Inspect engine i	nounts		
		eaks(oil, water, fuel, etc) Repai	ir if found	
	Check throttle li	nkage		
	Adjust valve trai	n (performed every 12 months	or 60,000 miles, whichever occurs first)	
	Draw oil sample	from engine crankcase oil (mi	n 4oz). Perform oil analysis of sample	

PM Gr	roup: DA Bus PM Group	PM Level: C 24,000 or 24 months
Vehicle # Mileage		Date
Brakes	S	
	Inspect hoses and tubing, condition and protection Air governor adjustment-minimum 85, maximum 13 Check brakes-linings, drums and adjustment-near constraints in the second secon	cam over, pedal height on repair order. Replace brake linings
	Lube slack adjusters Adjust slack adjusters Check parking brake condition and adjustment Emergency stop system, labeled, operable Releases after loss of service air, anti skid if equipper	ped
Chass		
	Lube all grease fittings, door hinges and pivot point Inspect and service all add on equipment i.e., liftgat Inspect wheels, tires, and lug nuts for cracks and condepth is expected it reach 3/32 minimum prior to ne	te, lifts, etc orrect torque. Replace tire if tread
	Inspect wheel seal for leaks. Inspect hydraulic brak Check steering gear and mounting. Check free last Inspect steering arms, drag links, tie rod ends Check frame, cross members for wear, cracks, rus Inspect springs, shackles, u-bolts, king pins, shock Check transmission, differential seals and mounting	te system for leaks n and oil level t, damage, etc absorbers, and suspension air bags
	Inspect drive shaft, universal joints, and guards Inspect exhaust system. Check manifold and flange Fuel tanks, lines, pumps condition, mounts, leaks Body underside and firewall, air tight and clean Change transmission fluid and filters	e gaskets-muffler and condition
	Draw oil sample from transmission pan oil (min 4oz Change differential oil Clean under carriage-if needed	z). Perform oil analysis of sample
Air Br	rake Inspection	
	Inspect air compressor and governor operation Inspect all valves, relays and hoses for leaks Drain and inspect air tanks for leaks and condition Inspect entire brake operation, air and mechanical Air governor adjustment-minimum 85, maximum 13 Check for air loss, un-applied, 1 minute 3 psi maximum Check for air loss, applied, 1 minute 3 psi maximum Drain number 1 air reservoir - test all check valves Check all tanks, secure, drain operable, drain tank Check low air warning buzzer and light	30 mum n - low air warning devices

PM Group: DA Bus PM Grou	ıp	PM Level: C 24,000 or 24 months	
Vehicle #	Mileage	Date	
Hydraulic System Inspection and Service ☐ Inspect reservoir, pump and valve condition a ☐ Inspect hoses, rams, valves and pump for lea ☐ Lubricate all grease fittings to any auxiliary m ☐ Check operation and condition of any auxiliary		aks nounted equipment.	
Mechanic NameP	lease Print	Employee #	
Mechanic Signature		Date	

PM G	roup: MC Motorcycle PM G	Group	PM Level: A 3,000 or 3 months
Vehicl	e#	Mileage	Date
Road			
	•	quired, outstandin	g campaigns, recalls, or other programs
	Change oil		
	Change oil filter		
	Clean & gap spark plugs		
	Clean air filter		
	Lube & adjust chain	sura Liet traad da	pth: Replace tire if tread depth is expected
	it reach 3/32" or 2.0mm min		
	Inchest brake lining condition	n record % remai	ining on repair order. Replace brake linings
	if lining is 50% or less of nev		ming on repair order. Replace State immig
	Lube & adjust clutch cable.		
	Inspect lights for proper ope		
	Inspect battery condition & v		
	Inspect starting and chargin		•
	Inspect brake fluid level & co		
	Lube clutch & brake lever pi		
	Inspect exhaust system		
	Inspect steering stem bearing	ngs	
	Inspect fork seals		
	Check charging system out		
	Check operation of all warni	ing indicators	
	Lube swing arm		
	Grease speedometer cable		
	Lube and adjust throttle cab		
	Clean and lube throttle tube		
	Lube choke sliders	a stand contar ate	and foot hoords/negs, and shift nedal niver
		e Stanu, Center Sta	and, foot boards/pegs, and shift pedal pivo
	Lube ignition advance	mounting	
	Inspect seat condition and r Note condition of paint and	hody in comment	section of renair order
	Sheriff equipment inspection		oconori di ropani di addi
Ш	Pursuit lights operat		
	 Siren/speaker opera 		
	 Radio equipment se 		
	Map light operations	-	
	Final inspection with safety		
	Check torque on rea		bolts
	 Lights, horn, and sig 		·
	 Telltale and warning 	systems	

PM Group: MC Motorcycle PM Group		PM Level: A 3,000 or 3 months
Vehicle #	Mileage	Date
Hand bSteerinInstrum	gearshift, and side stand switch orake and foot brake + ABS ng (no cable drag from radio equi nents (including optional accesso de, visual quality check	pment)
Mechanic Name	Please Print	Employee #
Mechanic Signature	•	Date

PM G	roup: MC Motorcycle PM Group	PM Level: B 6,000 or 6 months
Vehic	le#Mileag	eDate
Road	Test	
	Verify level of PM service required, of	outstanding campaigns, recalls, or other programs
	Change oil	
	Change oil filter	
	Clean & gap spark plugs. Change ev	ery 24,000 miles
	Replace air filter	
	Lube & adjust chain	
	Inspect tire tread wear & air pressure	e. List tread depth: Replace tire if tread depth is
	expected it reach 3/32" or 2.0mm mi	nimum prior to next PM
		l % remaining on repair order. Replace brake linings
	if lining is 50% or less of new.	
	Lube & adjust clutch cable. Check fr	eeplay
	Inspect lights for proper operation	
	Check operation of all warning indica	ators
	Inspect battery condition & water lev	
	Inspect starting and charging systen	1
	Lube clutch & brake lever pivots	
	Inspect exhaust system	O mello a V
	Adjust valves (performed every 6,00	u miles)
	Synchronize carburetors	
	Inspect steering stem bearings	
	Inspect fork seals	
	Check charging system output	
	Change fork oil	
	Lube swing arm	
	Inspect spokes	on Change every 24 000 miles
	Inspect brake fluid level and condition	in. Change every 24,000 miles
	Grease speedometer drive & cable	
	Lube & adjust throttle cables Clean & lube throttle tube	
	Lube choke sliders	
	Inspect seat condition and mounting	1
	Note condition of paint and body in	omment section of renair order
	Lubo broke nedal pivot side stand	center stand, foot boards/pegs, and shift pedal pivot
	Lube ignition advance	outlor starta, root boards pogo, and ormit poddi priot

PM Group: MC Motorcycle PM Group		PM Level: B 6,000 or 6 months	
Vehicle # Mileage		Date	
•	eriff equipment inspection: Pursuit lights operational Siren/speaker operational Radio equipment securely mounted Map light operational (if equipped) al inspection with safety/operation check: Check torque on rear wheel retaining bolts Lights, horn, and signal systems Telltale and warning systems Clutch, gearshift, and sidestand switch fun Hand brake and foot brake + ABS Steering (no cable drag from radio equipm Instruments (including optional accessorie Test ride, visual quality check	ction ent)	
Mechanic	Name Please Print	_Employee #	
Mechanic	Signature	Date	

PM G	roup: BMW/MC Mo	otorcycle PM Group	PM Level: A 6,000 or 6 months
Vehicle #		Mileage	Date
Road	Test		
	Change engine oil Read Motronic faul Perform integral Al Inspect tire tread w	(at operating temperature) a t memories with BMW Modi 3S bleed test	d depth: Replace tire if tread depth is
	Inspect wheels and Inspect brake lining if lining is 50% or le	l spokes g condition, record % remair ess of new	ning on repair order. Replace brake linings
	Check operation of Inspect lights for p Inspect brake fluid Inspect battery fluid	all warning indicators roper operation level and condition d and water level (main batte	ery and police battery)
	Inspect starting and Check clutch fluid I Adjust valves Check condition of Inspect exhaust sy	evel spark plugs stem	
	Check swing arm to Lubricate side star Check operation of	belt (readjust new Poly-V be bearing (no play), adjust if no d/center stand pivots f throttle linkage and valves e valves and adjust idle	
	Check side stand r Check safety interl Inspect crash bar r Inspect seat condi	nounting bolt and gap ock switch on side stand nountings	als (replace if necessary)
	Siren/spealRadio equi	inspection: ts operational ker operational oment securely mounted perational (if equipped)	
	Check torqLights, horTelltale and	th safety/operation check: ue on rear wheel retaining b n, and signal systems d warning systems arshift, and side stand switch	

PM Group: BMW/	MC Motorcycle PM Group	PM Level: A 6,000 or 6 months
Vehicle #	Mileage	Date
SteeInstri	I brake and foot brake + ABS ring (no cable drag from radio equi uments (including optional accesso ride, visual quality check	•
Mechanic Name		Employee #
	Please Print	
Mechanic Signature	2	Date

PM (Group: BMW/MC Me	otorcycle PM Group	PM Level: B 12,000 or 12 months
Vehi	cle #	Mileage	Date
Road	l Test		
			g campaigns, recalls, or other programs
	Change engine oil	(at operating temperature)	and oil filter (synthetic oil only)
	Change transmissi	on oil (at operating tempera	ature)
		oil (at operating temperatur	
		t memories with BMW Mod	itec
	Perform integral Al	3S bleed test	
	Inspect tire tread w	ear & air pressure. List trea	ad depth: Replace tire if tread depth is
		/32" or 2.0mm minimum pr	ior to next PM
	inspect wheels and		
	Inspect wheel bear	ings, replace if necessary	
			ning on repair order. Replace brake linings
	if lining is 50% or lo	ess of new.	an Adirak and alasm as manifest
			ap. Adjust and clean as required
	•	f all warning indicators	
	Inspect lights for p		
		level and condition d and water level (main bat	teny and notice hattery)
		d and water level (main bat d charging system	tery and police battery,
	Check clutch fluid	<u> </u>	
	Adjust valves	evei	
	Replace spark plug	25	
	Inspect exhaust sy	-	
	Re-tension Poly-V	belt (readjust new Poly-V b	elt at 6.000 miles)
		pearing (no play), adjust if r	
		nd/center stand pivots	•
		f throttle linkage and valves	
	Replace fuel filter	· ·	
	Replace intake air	filter	
	Synchronize thrott	e valves and adjust idle	
	Check side stand	nounting bolt and gap	
		ock switch on side stand	
	Inspect crash bar		
	Inspect seat condi		
		nd location of all Sheriff dec	cals (replace if necessary)
	Sheriff equipment		
		ts operational	·
	•	ker operational	
		pment securely mounted	
	 Map light of 	peratiónal (if equipped)	

PM Group: BM	IW/MC Motorcycle PM Group	PM Level: B 12,000 or 12 months
Vehicle #	Mileage	Date
• C • L • T • C • H • S	pection with safety/operation check: Check torque on rear wheel retaining bolts ights, horn, and signal systems celltale and warning systems Clutch, gearshift, and side stand switch fur land brake and foot brake + ABS steering (no cable drag from radio equipment restruments (including optional accessories est ride, visual quality check	ent)
Mechanic Name	Please Print	_Employee #
Mechanic Signa	ture	Date

PM (Group: TMC Trair	ning Motorcycle PM Group	PM Level: A Every 6 months
Vehicle #		Mileage	Date
	l Test	M service required outstanding	g campaigns, recalls, or other programs
	Change oil	vi service required, outstanding	g campaigns, recails, or other programs
	Change oil filter		
	Clean & gap spa	ark plage	
	Clean air filter	ark plugs	
	Lube & adjust c	nain	
	Inchect tire treat	iairi d. 8. air nrossuro. List tread den	th: Replace tire if tread depth is expected
	it roach 3/32" or	2.0mm minimum prior to next	DM
			ning on repair order. Replace brake linings
	if lining is 50% of		mig on repair order. Neplace brake ininge
		lutch cable. Check freeplay	
		r proper operation	
		condition & water level	
		and charging system	
		uid level & condition	
	•	rake lever pivots	
	Inspect exhaust	•	
	Inspect steering	•	
	Inspect fork sea	·	
	Check charging	· ·	
		n of all warning indicators	
	Lube swing arm		
		meter cable and drive	
	Lube and adjus		
	Clean and lube		
	Lube choke slid	ers	
	Lube brake ped	al pivot, side stand, center star	nd, foot boards/pegs, and shift pedal
	Lube ignition ac		
	Inspect seat co	ndition and mounting	
	Note condition	of paint and body in comment s	section of repair order
	Sheriff equipme		
	 Pursuit l 	ights operational	
	 Siren/sp 	eaker operational	
		quipment securely mounted	
	 Map light 	nt operational (if equipped)	
		with safety/operation check:	
		orque on rear wheel retaining b	oolts
		norn, and signal systems	
	 Telltale 	and warning systems	
	 Clutch, 	gearshift, and sidestand switch	function

PM Group: TMC Tra	ining Motorcycle PM Group	FIVI LEVEL. A	Every o months
Vehicle#	Mileage	· · · · · · · · · · · · · · · · · · ·	Date
SteeringInstrum	rake and foot brake + ABS g (no cable drag from radio equip ents (including optional accessor e, visual quality check		
Mechanic Name	Please Print	Employee #	· · · · · · · · · · · · · · · · · · ·
Mechanic Signature		Date	

PM G	roup: TMC Training Motorcycle PM Group	PM Level: B Every 12 months
Vehicl	e#Mileage	Date
Road	Test	
	Verify level of PM service required, outstanding ca	ampaigns, recalls, or other programs
	Change oil	
	Change oil filter	
	Clean & gap spark plugs. Change every 24,000 n	niles
	Replace air filter	
	Lube & adjust chain	
	Inspect tire tread wear & air pressure. List tread of	lepth: Replace tire if tread depth is
	expected it reach 3/32" or 2.0mm minimum prior	to next PM
	Inspect brake lining condition, record % remaining	g on repair order. Replace brake linings
	if lining is 50% or less of new.	
	Lube & adjust clutch cable. Check freeplay	
	Inspect lights for proper operation	
	Check operation of all warning indicators	
	Inspect battery condition & water level	
	Inspect starting and charging system	
	Lube clutch & brake lever pivots	
	Inspect exhaust system	
	Adjust valves (performed every 6,000 miles)	
	Synchronize carburetors	
	Inspect steering stem bearings	•
	Inspect fork seals	
	Check charging system output	
	Change fork oil	
	Lube swing arm	
	Inspect spokes	
	Inspect brake fluid level and condition. Change e	very 24,000 miles
	Grease speedometer drive & cable	
	Lube & adjust throttle cables	
	Clean & lube throttle tube	
	Lube choke sliders	
	Inspect seat condition and mounting	tion of rangir order
	Note condition of paint and body in comment sec	
	Lube brake pedal pivot, side stand, center stand,	Tool boards/pegs, and shift pedal pivot
	Lube ignition advance	
	Sheriff equipment inspection:	
	Pursuit lights operationalSiren/speaker operational	
	Radio equipment securely mounted	
	 Map light operational (if equipped) 	
	map light operational (ii equipped)	

PM Group: TMC Training Motorcycle PM Group		PM Level: B	Every 12 months	
Vehicle #	#	Mileage	·	Date
□ Fi • • • • • • •	Check t Lights, l Telltale Clutch, Hand bi Steering Instrum	n with safety/operation check: corque on rear wheel retaining bolts horn, and signal systems and warning systems gearshift, and sidestand switch fund rake and foot brake + ABS g (no cable drag from radio equipme ents (including optional accessories e, visual quality check	ent)	
Mechanic	: Name	Please Print	_Employee# _	· · · · · · · · · · · · · · · · · · ·
Mechanic	: Signature		Date	

PM C	Froup: MCOH Of	f Hwy Motorcycle/ATV	PM Level: A 200 hours, 3,00	0 mi. or 12 mos.
Vehi	cle #	Mileage/Hours	Date	
	Verify level or programs	f PM service required, οι	itstanding campaigns, recalls	s, or other
	Change oil a	nd filter		
	Change air fi			
	Replace fuel			
		s). Adjust if necessary		
	Replace spar	•		
	Lube and adj			
		ead and air pressure. Lis	st tread depth: Fr	Rr
	•	els and spokes	·	<u></u>
	•	es. List brake pad %: Fr	Rr	
	F	tion of all warning indicat		
		for proper operation		
		y condition & water level		
	Inspect startin	g and charging system		
		essure test cooling system	i (if applicable) Change coolant	every 400 hours
	or 24 months		400 !	41
	•		nge every 400 hours or 24 mon	tns
	Check clutch	•		
	Inspect exhau	brake lever pivots		
	Inspect fork se	•		
		throttle cables		
	Clean & lube			
	Lube choke sl			
	Lube swing ar			
		ng system output		
		ounting and condition		
	Inspect frame			
		nent inspection: (if applicab	oie)	
		t lights operational speaker operational		
		equipment securely mount	ed	
		ght operational (if equipped		
		on with safety/operation ch		
_	• Check	torque on rear wheel retai	ning bolts	
		, horn, and signal systems		
		e and warning systems		•
		, gearshift, and side stand		
		brake and foot brake + AB		
	• St eeri	ng (no cable drag from rad	io equipment)	

PM Group: MCOH Off Hwy Motorcycle/ATV PM Level: A 200 hours, 3,000 mi. or 12 mos.

Vehicle #	Mileage/Hours		Date
	nstruments (including optional acces Fest ride, visual quality check	sories)	
Mechanic Name	Please Print	Employee#_	
Mechanic Signa	ature	Date	

PM G	roup: EB Off Highway F	'M Group Pi	M Level: A 100 nours or 6 months
Vehic	le#M	ileage/Hours	Date
Road	Test		
0 0 0	Check drivetrain and end Check all lights, reflector	rs, mudflaps condition and performance	
Engir	Inspect coolant strength Check charging and crace Clean & service battery Inspect generator/alternations air filter and characteristic condition of radial Inspect all belts, compressing the complete system. Cheevery 12 months or 200 Inspect transmission fluit Inspect exhaust manifold Inspect engine mounts	eck all fluid levels and fluid, bring up to specifications nking system, service batter and battery doors and cable ator, starter, brushes, wiring when needed ator, fluid, hoses, and tankers sors, fans, engine and/or condition and protection eck lines and pump, condition hours id and filter, change as needed and flange gaskets-muffled, water, fuel, etc) Repair if	ery, cables and tray as necessary es g-mounting s belt driven accessories ion and protection. Replace fuel filter essary er and condition
Brake			
	Check brakes-linings, di Inspect brake lining con	f new. Check parking brake	
	Lube slack adjusters Adjust slack adjusters Check parking brake co Emergency stop system	ndition and adjustment	ped

PM C	Group: EB Off Highway PM Group	PM Level: A 100 hours or 6 months
Vehic	cle # Mileage/Hours	Date
Chas		
	Lube all grease fittings, door hinges and pivot p	=
	Inspect and service all add on equipment i.e., lif	
	Inspect wheels, tires, and lug nuts for cracks an depth is expected it reach 3/32 minimum prior to	o next PM
	Inspect wheel seal for leaks. Inspect hydraulic b	
	Check steering gear and mounting. Check free	lash and oil level
	Inspect steering arms, drag links, tie rod ends	
	Check frame, cross members for wear, cracks,	
	Inspect springs, shackles, u-bolts, king pins, shakkles, u-bolts, u-b	
	Inspect drive shaft, universal joints, and guards	
	Inspect exhaust system. Check manifold and fla Body underside and firewall, air tight and clean	ange gaskets-mumer and condition
	Check articulated steering	
	Check rear steer	
	Clean under carriage-if needed	
۸i» D	Brake System Inspection (if applicable)	
	Inspect air compressor and governor operation	
	Inspect all valves, relays and hoses for leaks	
	Drain and inspect air tanks for leaks and condit	ion
	Inspect entire brake operation, air and mechani	
	Air governor adjustment-minimum 85 psi max	
	Check for air loss, un-applied, 1 minute 3 psi m	
	Check for air loss, applied, 1 minute 3 psi maxii	mum
	Drain number 1 air reservoir - test all check val	
	Check all tanks, secure, drain operable, drain to	anks
	Check low air warning buzzer	
	raulic System Inspection and Service	
	Inspect reservoir, pump and valve condition and	d operation
	Inspect hoses, rams, valves, actuators, and pur	
	Lubricate all grease fittings to any auxiliary mou	
	Check operation and condition of any auxiliary	mounted equipment.
Prop	oane Powered / Diesel Powered	
	Inspect diaphragms (leaks, corrosion)	
	Check fuel fittings, lines, hoses	

PM Group: EB Off Highway PM Group		PM Level: A 100 hou	PM Level: A 100 hours or 6 months	
Vehicle #	Mileage/Hours	Date		
	g gear and support essure and tire tread in and plate			
Mechanic Name	Please Print	Employee #	· · · · · · · · · · · · · · · · · · ·	
Mechanic Signature		Date		

PM Gr	oup: EA Off Highway PM Group	PM Level: A 200 hours or 1 year
Vehicle	e#Mileage/Hours	Date
Road 1	est	
	Check operation of all warning devices - air, o	il, and temperature, vacuum
	Check drivetrain and engine performance	•
	Check all lights, reflectors, mudflaps	
	Check electrical wiring - condition and perform	nance
	Check onboard 110v / 220v charging	
Engine	Compartment Service and Inspection	
	Change oil and filter, check all fluid levels and	I fluid condition
	Inspect coolant strength, bring up to specific	
	Check charging and cranking system, service	
	Clean & service battery and battery doors and	
	Inspect generator/alternator, starter, brushes.	
	Inspect air filter and change when needed	
	Inspect condition of radiator, fluid, hoses, and	I tanks
	Inspect all belts, compressors, fans, engine a	nd/or belt driven accessories
	Inspect air lines-leaks, condition and protection	on
	Inspect fuel system. Check lines and pump, of	condition and protection. Replace fuel filter
	every 12 months or 200 hours	
	Inspect transmission fluid and filter, change a	s necessary
	Inspect exhaust manifold and flange gaskets	-muffler and condition
	Inspect engine mounts	
	Check for fluid leaks (oil, water, fuel, etc) Rep	pair if found
	Check clutch adjustment and free play	
	Check throttle linkage	
Brake		
	Inspect hoses and tubing, condition and prote	
	Check brakes-linings, drums and adjustment	-near cam over, pedal height.
	Inspect brake lining condition, record % remains	aining on repair order. Replace brake linings
	if lining is 50% or less of new. Check parking	brake. (adjust if necessary) Record %
	remaining on repair order.	
	Lube slack adjusters	
	Adjust slack adjusters	
	Check parking brake condition and adjustme	nt
	Emergency stop system, labeled, operable	
	Poloscos after loss of service air anti skid if	equipped

PM Group: EA Off	Highway PM Group	PM Level: A 200 hours or 1 year
Vehicle #	Mileage/Hours	Date
☐ Inspect and s ☐ Inspect whee ☐ depth is expect ☐ Check steeri ☐ Inspect steer ☐ Check frame ☐ Inspect sprin ☐ Inspect drive ☐ Inspect exha ☐ Body unders ☐ Check articu ☐ Check rear s	ected it reach 3/32 minimum prior to el seal for leaks. Inspect hydraulic la ng gear and mounting. Check free ing arms, drag links, tie rod ends , cross members for wear, cracks, gs, shackles, u-bolts, king pins, sh shaft, universal joints, and guards ust system. Check manifold and flatide and firewall, air tight and clean lated steering	ft gate, lifts, etc and correct torque. Replace tire if tread o next PM orake system for leaks lash and oil level rust, damage, etc lock absorbers ange gaskets-muffler and condition
☐ Inspect air control of the contro	nspection (if applicable) compressor and governor operation alves, relays and hoses for leaks spect air tanks for leaks and condit e brake operation, air and mechan adjustment-minimum 85 psi ma r loss, un-applied, 1 minute 3 psi m r loss, applied, 1 minute 3 psi maxi er 1 air reservoir - test all check val aks, secure, drain operable, drain t ir warning buzzer	iion ical devices iximum 130 psi. iaximum mum ves - low air warning devices
☐ Inspect rese☐ Inspect hose☐ Lubricate all	Inspection and Service rvoir, pump and valve condition an es, rams, valves, actuators, and pu grease fittings to any auxiliary mon ation and condition of any auxiliary	mp for leaks unted equipment.
☐ Check fuel f	/ Diesel Powered hragms (leaks, corrosion) ittings, lines, hoses	

PM Group: EA Off Highway PM Group		PM Level: A 200 hours	or 1 year
Vehicle#	Mileage/Hours	Date	·
	gear and support sure and tire tread and plate		
Mechanic Name _	Please Print	Employee #	
Mechanic Signature	•	Date	

PM G	roup: EC Off Highwa	ay PM Group F	M Level: A 1000 hours or 6 months
Vehic	le#	Mileage/Hours	Date
Engin	Check operation of a Change oil and filter Test run Check low oil safety Check high and low Inspect engine mour	system rpm	
Fuel S	Drain fuel tank pump Clean fuel pump stra Change fuel filters Check for fuel leaks Inspect throttle linka	ainer	
Cooli	Check all belts	ırface	
Exha	ust System Check rain cap Check muffler, clam	ps, and piping	
Air In	take system Check dry air filter a Check oil bath filter Check air intake tub	nd replace if necessary	
Start	ing Circuit Check battery Check battery conn Check battery hold Check starter Check glow plugs		

PM G	roup: EC Off Highway PM G	Broup Pl	M Level: A	1000 hours or 6 m	onths
Vehic	le#Mileag	e/Hours	· · · · · · · · · · · · · · · · · · ·	Date	
Checl	c charging circuit Check alternator belt Check alternator mounting Check alternator output				
Unit	Check unit mounting bolts Check engine and compresso Check external and internal for Check gauges, switches, and	rame members			
Refri	geration System				
0000000000000000000	Check compressor drive Check air switch and calibrate Check and clean evaporator Check compressor oil level Check refrigerant drier Check refrigerant level Check operating refrigerant p Check thermometer calibratic Check unit cycling Calibrate mechanical thermo Check pilot solenoid valve-Th Check refrigerant solenoid valve-Th Check defrost damper Check fan defrost actuator-T Check defrost drains Check throttling valve - There Check defrost termination the Check solid state defrost time	and condenser coil pressure on stats and Thermo Kinermo King only alves hermo King only mo King only ermostats	ng solid state	e thermostat	
Mech	anic NamePle	ease Print	Employee#		
Mech	anic Signature		Date		

PM G	roup: EC Off Highw	ay PM Group	PM Level: B 3000 hours or 12 months
Vehicle # Mileage/Hours_		Mileage/Hours	Date
Engin	Check operation of Change oil and filter Test run Check low oil safety Check high and low Inspect engine mou	system rpm	l, and temperature, vacuum muffler and condition
Fuel S	System Drain fuel tank pum Clean fuel pump str Change fuel filters Check for fuel leaks Inspect throttle links	ainer	
Cooli	Check all belts	urface	
	ust System Check rain cap Check muffler, clan take system Check dry air filter Check oil bath filter Check air intake tul	and replace if necessary	
Start	ing Circuit Check battery Check battery conr Check battery hold Check starter Check glow plugs	ections and cables downs	

PM C	Froup: EC Off H	ighway PM Group	PM Level: B 3000 hours or 12 months
Vehic	de #	Mileage/Hours	Date
Chec	k charging circu Check alternate Check alternate Check alternate	or belt or mounting	
Unit	Check external	unting bolts and compressor mount bolts and internal frame membe switches, and electrical pro	rs
Refrig	geration System	· ·	
	Check compress Check refrigera Check operatin Check thermon Check unit cycl Calibrate mech Check pilot sole Check refrigera Check defrost of Check defrost of Check throttling Check defrost the	h and calibrate in evaporator and condense issor oil level int drier int level g refrigerant pressure neter calibration ing anical thermostats and The enoid valve-Thermo King or int solenoid valves damper ost actuator-Thermo King or	rmo King solid state thermostat lly
Mecha	anic Name	Please Print	Employee #
Mecha	nic Signature		Date

NEW VEHICLE PREPARATION INSPECTION (SOW, X.2)

Vehicle #	R.O. #	· · · · · · · · · · · · · · · · · · ·
Instructions	Check Off as Comp	leted
Verify V.I.N. and Vehicle Information are correct in Shop	Fax	()
Inspect Tires for proper Inflation, Tread depth, and damag	ge	()
Check all Fluid levels		()
Check Differential Fluid level		()
Check Radiator and Master Cylinder for leaks or corrosion	n	()
Inspect Battery, Terminals, Hold Down, and Water level		()
Inspect condition of All Glass, Mirrors, and Reflectors		()
Inspect condition of Wiper Blades, Windshield Wiper and	l Washer	()
Check operation of All Lights, Turn Signals, and 4 - Way	Flasher, Horn	()
Check operation of All Warning Indicators (A.B.S., Airba	g, Brakes)	()
Check (with Engine Running): Voltmeter, Fuel, Oil Presso Gauges, Operation of Air Conditioning, Heater and Defros		()
Check All Relays and Connectors for Light Bar Operation		()
Re-Torque All Lug-Nuts		()
Road Test Vehicle		()
Enter any Discrepancies below and notify Foreman		
Time Standard = 30 min.		
Employee Number and Signature Date		A Company of the Comp

PREPARATION FOR AUCTION INSPECTION

All vehicles being sent to auction must have this form completed. All vehicles are assumed to be in safe running condition and must meet the following minimum requirements. If not, enter comments at the bottom describing the condition

Vehicle	e# Repair order# RFF	_
Year/N	Make Model Mileage Color	
Please answ	er the following questions as for the condition of the ve	hicle describe above
1.	Is the speedometer in working order?	YesNo
2.	Are the windshield wipers in good working condition?	YesNo
3.	"Test drive" Are the brakes in good working order? CVC 26508. Emergency stopping distance requirement	tYesNo
	Brake percentage LF% RF% LR% RR%	(minimum 20%)
5.	Tires in safe condition?	YesNo
	Tire depth LF RF LR RR	(minimum 3/32)
6.	Windshield in safe condition? (No cracks) If no, provide estimate for replacement.	YesNo
7.	Does horn operate?	YesNo
8.	Do headlights, parking lights, brake lights operate properly	?YesNo
9.	Are directional lights operating, both front and rear?	Yes No
10.	All smog equipment present ?	YesNo
11.	Smog passed ? Date	YesNo
Comn	nents or Repairs:	
	· · · · · · · · · · · · · · · · · · ·	
	·	
	customer of the contract of th	
5 5 - 14€		

TANKER INSPECTION AND CERTIFICATION

Vehicle#:	Odo	meter Reading	Dept.:
Year:	Make:	Model:	Type:
AGENCY requi			ENVIRONMENTAL PROTECTION nnually. Testing shall be performed
Procedure: TP-204.1 "I Systems of Method TP Pressure P	for Vapor Recovery S Determination of Five Cargo Tanks." Ongo -204.1, or ARB Test I	Systems of Cargo Tanks" Minute Static Pressure I ing testing shall be perfo Method TP-204.2 "Detern Recovery Systems of Ca	nnually using ARB "Certification" (CP-204) and ARB Test Method Performance of Vapor Recovery ormed using either ARB Test mination of One Minute Static argo Tanks" as approved by
Test Metho Bulk Plants	ds TP-202.1 "Determ " and TP-203.1 "Dete	ination of Emission Fact	als shall be tested using the ARB for of Vapor Recovery Systems of actor of Vapor Recovery Systems 0.
(3) Fugitive Organic Le July 26, 20	aks" or ARB Test Me	using either EPA Methothod TP-204.3 "Determin	od 21 "Determination of Volatile nation of Leak(s)," as they exist on
systems us			for determining the performance of r of organic compounds into mobile
All test procedu Air Pollution Co		ed in accordance with a	protocol approved in writing by the
Time Standard	= 1 hr. 30 min.		
COMMENTS:			
INSPECTED 1	, for	EMD#	DATE

AERIAL BOOM TRUCK INSPECTION

Vehicle#:	C	Odometer Reading:	Date:
Year:	Make:	Model:	

INSTRUCTIONS

Related building supporting structures shall undergo periodic inspection by a competent person at intervals not exceeding 12 months.

Unless otherwise provided in this section, aerial devices (aerial lifts) acquired on or after July 1, 1975, shall be designed and constructed in conformance with the applicable requirements of the American National Standard for "Vehicle Mounted Elevating and Rotating Work Platforms," ANSI A92.2 - 1969, including appendix, which is incorporated by reference as specified in 1910.6. Aerial lifts acquired for use before July 1, 1975 which do not meet the requirements of ANSI A92.2 - 1969, may not be used after July 1, 1976, unless they shall have been modified so as to conform with the applicable design and construction requirements of ANSI A92.2 - 1969. Aerial devices include the following types of vehicle-mounted aerial devices used to elevate personnel to jobsites above ground:

"Frequency." All manlifts shall be inspected by a competent designated person at intervals of not more than 30 days. Limit switches shall be checked weekly. Manlifts found to be unsafe shall not be operated until properly repaired.

"Items covered." This periodic inspection shall cover but is not limited to the following items:

Step Fastenings.

Rails.

Rail Supports and Fastenings.

Rollers and Slides.

Belt and Belt Tension.

Handholds and Fastenings.

Floor Landings.

Guardrails.

Lubrication.

Limit Switches.

Warning Signs and Lights.

Illumination.

Drive Pulley.

Bottom (boot) Pulley and Clearance.

Pulley Supports.

Motor.

Driving Mechanism.

Brake.

Electrical Switches.

Vibration and Misalianment.

"Skip" on up or down run when mounting step (indicating worn gears).

"Inspection record." A certification record shall be kept of each inspection which includes the date of the inspection, the signature of the person who performed the inspection and the serial number, or other identifier, of the manlift which was inspected. This record of inspection shall be made available to the Assistant Secretary of Labor or a duly authorized representative.

Electrical tests." Electrical tests shall be made in conformance with the requirements of ANSI A92.2 - 1969, Section 5. However, equivalent DC voltage tests may be used in lieu of the AC voltage test specified in A92.2 - 1969. DC voltage tests which are approved by the equipment manufacturer or equivalent entity shall be considered an equivalent test for the purpose of this paragraph (c)(3):

AERIAL BOOM TRUCK INSPECTION

COMMENTS				
			 	
		- ··-		
				
				····
Time Standard = 1hr. 30	min.			
INSPECTED BY:		EMP #	DATE:	
Vehicle#:	Odometer Reading:			

08 BUS SAFETY INSPECTION

Vehicle Safet	y Inspection Checklist	
Vehicle#:	Odometer Reading	Date:
Year:	Make: Model:	Type:
INSTRUCTIO	<u>ons</u>	
Local bus bed more after las Statewide bu more after las Local bus will 08B inspection Statewide bu	ned every 45 days or 3,500 miles, comes overdue when 08B inspection is conducted to the street of th	ducted at 4,001 miles and/or 46 days or to scheduled 08B inspection until
Interior And	Exterior	
OK DEF		
	01. Fire extinguishers, warning reflectors, first 02. Instruments, secure seats, clean interior, c 03. Windshield, wipers, windows, mirrors, floor 04. Lights, interior, exterior, signals, warning, s 05. Warning devices- horn, oil, temperature, d 06. Switches and wiring heaters, defrosters, c 07. Door operation, sensitive edges, timing, pa 08. Exterior condition, paint identification.	drivers seat and belts. r condition. switches and wiring. loor(s). ooling and vent systems.
Engine And	Electric	
OK DEF		
	 09. Generator/ alternator, starter, brushes, wir 10. Batteries, fluid, terminals, cables. 11. Radiator, hoses, water pump- securement 12. Compressor(s) fan, water pump, acc bolt 13. Clutch and adjustments- free play. 14. Throttle, linkage, fuel system leaks, air cle 15. Manifolds, gaskets-securement. 16. Engine mounts, oil leaks. 	t, leaks. ts- condition and adjustment.
Brakes	-	
OK DEF	. •	
	17. Check air brake system. 18. Fluid level, leaks, hoses and tubing- secur 19. Air governor adjustment- minimum 85 psi. 20. Air leaks unapplied, 1 minute 3 pounds maxi 21. Air leaks applied, 1 minute 3 pounds maxi 22. Drain number 1 air reservoir- test check va 23. Check all tank securement, drains operab 24. Vac. Loss- 3 per min, 15 minimum vac lo 25. Adjustment. Lining and drums (when visib 26. Parking brake- condition and adjustment 27. Emergency stop system, labeled, operable 28. Releases after loss or service air. Anti skie	- maximum 130 psi. aximum. mum. mum. alve- low warning operates. le, drain tanks. ow vac. Warning- tanks secure. le) pedal ht. On hyd.

08 BUS SAFETY INSPECTION

		spection Checklist		
			meter Reading	
Year:	· · · · · · · · · · · · · · · · · · ·	Make:	Model:	Type:
Chassis	S			
OK I	DEF	 :		
	() 30 () 31 () 32 () 35 () 35 () 35 () 35 () 36 () 35 () 40	 Wheel seal- hyd. I Check steering ge Steering arms, dra Frame cross mem Check air suspens Springs, shackles Trans., diff. Fluid I Exhaust- condition Fuel tanks, lines, Body underside a Check license pla 	, u bolts, king pins, show level, seals, mounting, on, leaks and mounting, pumps- condition, mound nd firewall, airtight and tes, registration, permit	es, flanges, studs. eash, oil level. ecks. eck absorbers. drive shaft, u joints. ents, leaks. clean.
Time Sf	tandard =	1 hour		
COMMI	ENTS :			
	OTEN BY		FMP ±	t DATE:

08 VAN SAFETY INSPECTION

<u>Vehicle</u>	e Safety I	nspection Checklist		
Vehicle	e#	Odc	meter Reading	Date
Year _	<u>i</u>	Make	Model	Type
	UCTION			
which I	have sea	ling of more than 16	quired for buses and pa passengers including thus us 500 miles, whichever	ne driver every
		omes overdue when st 08b inspection.	08 inspection is conduc	eted at 3,501 miles or 46 days
Interio	ors And E	xteriors		
0 K	DEF			
<pre>() () () () () ()</pre>	() 02. () 03. () 04. () 05. () 06. () 07. () 08. () 09.	Check instruments for Check all seats and cleanliness. Check windshield, working lights, switco Check operation and clift warning devices. Check operation and cooling vents, switch Check operation and safety panels. Check condition of exproper identification.	d condition of doors, hor d condition of heater, air nes and wiring. d condition of sensitive e exterior panels, fender, r	eration and and floor condition. and exterior signal and an, oil, temperature, and a conditioning, defroster, adges, padding, doors, handrails, andflaps, and for
Engin	e And El	ectric 		
ΟK	DEF			
()	• ,	starter and wiring.		nting of generator/alternator, ons, terminals, battery tray
()	() 13.	and fluid level. Check operation and		noses, fan, water pump, and
()	() 14.	check for leaks. Check operation, co	endition and adjustment mponents (belt driven).	of drive belts, compressor,
{ }	() 15. () 16.	Check clutch compo	onents for proper adjustr stem for leaks and prop	ments and lubrication. er mounting also check
{ }	() 17.	Check exhaust system	em for leaks and proper ransmission mounts and	mounting. I inspect for oil leaks.
Brake		internation of the second		
ΟΚ̈́	DEF			
()	() 19.	Check brake systen	n fluid level, hoses and t	ubing.

08 VAN SAFETY INSPECTION

Vehicle#	Odor	neter Reading	[Date
Year	Make	Model	Туре	
. ,	replace tire if tread de	n on all tires including s opth is expected to read	spare tire sh the 3/32 mir	nimum prior to next pr
{ } { }	 Check air brake syste Check air governor at maximum 130 psi.). 	m (if applicable) djustment (minimum 85	psi	
()	23. Check for air leaks wi24. Check for air leaks wi25. Drain #1 air reservoir, operation.	th brakes applied (1 mi	nute-3 pounds	: maximum)
{ } { }	26. Check air tank mount 27. Check for vacuum los check low vacuum wa	ss (3" per minute, 15" m	and drain all t inimum vacuu	anks. m) and
{ } { }	28. Check adjustment on 29. Check condition and 30. Check operation and 31. Check anti-skid (if-eq	lining and drum (when adjust parking brake. proper labeling of eme	rgency stop sy	stem.
Chassis In	spection			
OK DEF	-			
	32. Check condition of who Check tread wear ar 33. Check for leaks and o	nd tire for proper inflatio	n.	
() ()	and torque arms. 34. Check operation, mo 35. Check condition, mou	unting fluid level and a	djustment of seering arms,	
{ } { }	36. Check condition and 37. Check springs and sl arms.	mounting of crossmem	bers and inspe	ect frame for cracks. bsorbers, torque
` , ` ,	38. Check operation, mo drive shafts, different39. Inspect body undersi	ial and u-joints.		l
NOTE: Iten	ns identified as defective et Personnel.			ess otherwise noted b
C O MM E	NTS		·	
Time Otomo	dand - 45 min		ı	
Time Stand	dard = 45 min			
5				garaga da sa
INSPECTE	D BY:	EN.	1P#	DATE:

08 TRUCK AND TRACTOR SAFETY INSPECTION

Vehic	le Safe	ty Inspection Checklist	ţ	
Vehic	le#	Odd	ometer Reading	Date
Year_		Make	Model	Туре
INSTE	RUCTIO	NS		
The It	ems list	ed below are to be ins	pected every 90 Days.	
Interi	or And	Exterior		
OK	DEF			
()		01. Fire extinguisher 02. Horn- defrosters, 03. Mirror and suppo 04. Windshield wiper 05. Check all light- tu 06. Check all electric 07. Check batteries-08. Warning devices	and reflectors- secured- gauges and speedomet orts s- window cracks, condit orn signals- reflectors, mo cal wiring- condition and p water terminals and cab - air, oil, and temperature	tion ud flaps protection le
Engir	e And	Electric		
OK	DEF			
		10. Belts- compresson 11. Air lines- leaks, of 12. Fuel tanks- lines- 13. Manifold and flant 14. Engine mounts, of 15. Clutch adjustmen 16. Throttle and linka 17. Generator/ altern	nt and free play	p otection condition
Brake)S			
OK	DEF		•	
		20. Brakes- lining, dr 21. Hoses, and tubin 22. Air governor adju 23. Air leaks unapplie 24. Air leaks applied 25. Identify number 26. All tank secure, d 27. Check tires whee 28. Parking brake- co		naximum. dimum. dick valve nk ed, secure and inflation

08 TRUCK AND TRACTOR SAFETY INSPECTION

Vehic	cle Safe	ty Inspection Checklist				
Vehicle#		Odo	Odometer Reading		Date	
Year		Make	Model	7	Гуре	
Chas	sis					
OK	DEF	-				
		32. Fifth wheel condit 33. Springs, shackles 34. Check frame, cro 35. Drive shaft and ur 36. Transmission, diff 37. Wheel seal leaks 38. Clean under carri 39. Check license pla	and u-bolts- torque am ss members, cracks, et niversal joints ferential- mounting and , hydraulic brakes syste	ns c. seals m leaks s, certifica	, , , ,	
Time	Standa	rd = 45 min				
СОМ	MENTS					
					 	
	-					
INSP	ECTED	BY:	EM	P#	DATE:	

08 TLR TRAILER SAFETY INSPECTION

Vehicle#:	Odd	ometer Reading	Date
			Type:
INSTRUCTIONS The items listed		pected every 90 days.	
OK DEF			
() () 02 () () 03 () () 05 () () 06 () () 06 () () 07 () () 12 () () 13 () () 14 () () 15 () 15 () () 15 () 15 () () 15 () 15 () () 15 (5. Check for air leal 7. Check air tank m 8. Grease slack adj 9. Brakes- adjustme 5. Springs- u bolts-1. Draw bar- hitch a 2. Fifth wheel on pu 3. Inspect wheels- r 4. Inspect tread cor 5. Fifth wheel pin w 6. Emergency relay 7. Inspect tarps for 8. Electrical connect 9. Air lines- betwee 0. Mud flaps, fende 1. Check license plantified as defective	system Ind sub frame Isystem Isystem Isystem Is with brakes un-applied Is with brakes applied (1) Isounting, operation of dra Isusters, adjust brakes Isent- drums- near cam over Itoque arm, air suspension Is and safety cable- check so Ill trailer Inuts and studs Indition on all tires includir Iterear- safety lock, cable or Iterear- safety	rer on air bags, if applicable. strand wear ng spare tire. r chain (if applicable). cable).
Time Standard =	= 30 min.		
COMMENTS			
INSPECTED B	∀ •	EMP	P# DATE:

COMPRESSED NATURAL GAS (CNG) FUEL CONTAINER (CYLINDER) INSPECTION

Vehicle Safety I	<u>nspection</u>		
Vehicle#:	Odo	meter Reading	Dept.:
Year:	Make:	Model:	Type:
		cedure is an in-vehicle, vi chever occurs first) inspe	sual inspection for natural gas fuel ection interval.
		C6.4 can be obtained from avis Highway, Arlington, V	
every 36 month cracks, gouges	ns or 36,000 miles wh , abrasions, discolor	nich ever comes first. A q ation, broken fibers, loose	damaged or deterioration at least ualified inspector will note cuts, brackets, damaged gaskets or oper action to assure safety.
		e inspection, CNG contair eterioration after a motor	ners should undergo a detailed vehicle accident.
304 (Compress industry standar Fuel Container years. NGV2 fu Association (Covenicle Contain recommendation)	sed Natural Gas Fuel and ANSI/IAS NGV2 (s). Both of these star arther states that the GA) pamphlet C-6.4 hers and their Installa	Container Integrity) and Basic Requirement for Condards specify a detailed inspection follow the productions) and the container and the removes	eral Motor Vehicle Safety Standard or the natural gas vehicle (NGV) ompressed Natural Gas Vehicle visual examination every three cedure in Compressed Gas /isual Inspection of Natural Gas s manufacturer's d from vehicle unless damaged or
manufacturer c	lirectly to determine i lephone number will	ts inspection recommend	riteria in detail. Contact the cylinder lations. The manufacturer name, which should be legible without
COMMENTS:_			
Time Standard	= 30 min.		
INSPECTED B	SY:	EMP #	:DATE:

Smoke Opacity Inspection (Heavy Duty Diesel Vehicles)

<u>Vehicle Safety I</u>	nspection Checklist		
Vehicle#:	Odo	meter Reading	Dept.:
Year:	Make:	Model:	Type:
Heavy Duty Die	sel Vehicles. The tes	•	nnual Smoke Opacity Testing for st of preparation, preconditioning, with the following:
•			est, the transmission shall be placed ad to prevent any rolling motion.
times until two sother. The smooth	successive measured kemeter shall be rec I span setting are ad	d smoke levels are within hecked prior to the prec	ugh a snap-idle cycle two or more n ten (10) opacity percent of each onditioning sequence to determine cifications in SAE procedure J1243
3. In the test pro	ocedure phase, the v	vehicle shall be put throu	igh the snap-idle cycle three times.
smokemeter an	d shall be recorded		and test phases with a rt recorder during each snap-idle hart recorder shall be the opacity
of the two mete	r readings with the le	east difference in opacity	nd (A)2. above shall be the averag y values. If all three readings have pacity shall be the average of the
Reference: Sec	tions 39002, 39003,		01(a), Health and Safety Code.
Time Standard	= 45 min.		
COMMENTS			
			· ·
, general de la compansión de la compans	د د بین این ا		jan jangan salah sal
INSPECTED BY	7.	EMP #	E DATE:

16 POINT VEHICLE SAFETY INSPECTION

			Dept.:
Year:	Make:	Model:	Type:
INSTRUCTIO and the overa	NS: Inspect the original operating condition o	al requested repair, the of	condition of all safety related iten
OK DEF			
() () 02 () () 03 () () 04 () () 05 () () 06 () () 07 () () 08 () () 09 () () 11 () () 13 () () 15 () () 16	Inspect condition of a Check all fluid levels. Check cooling system Inspect battery terming Inspect condition of a Inspect condition of a Check operation of a Check operation of a Check operation/travecheck (with engine mater, fuel, on the conditioning, for the conditioning for the condition for the conditioning for the conditioning for the condition for the conditioning for the conditio	upper and lower control. m, master cylinders and nals, hold down and wat all glass, mirrors and refwindshield wiper blades. Ill lights, turn signals and forn, windshield wiper are of foot/hand brakes a unning): bil pressure, and temper eater, and defroster oper lay. all warning indicators, e.g. to ensure all items have campaigns. y lighting for proper oper ed and grounded inside verheating. (repair as new controls and second proper as new controls.)	lectors. I 4-way flasher. Ind washer. Ind clutch. Induction. Induction.
Note: Items in Sheriff Fleet F		must be addressed and	repaired unless otherwise noted
Time Standar	d = 30 min.		
COMMENTS			
	· · · · · · · · · · · · · · · · · · ·		

DRIVER'S VEHICLE CONDITION REPORT (Beef Sheet)

-		DNIVEN S VEHICL	EN SVEHICLE CONDITION NEI ONI (BOOT SHOOT)	DOLI BIICOL)
CHECK UNIT THAT IS IN NEED OF REPAIRS		VEHICLE/EQUIPMENT NO.	MILEAGE	DATE
	>	NATURE OF TROUBLE		✓ NATURE OF TROUBLE
PM-A INSPECTION (PM)			FAN (42)	
PM-B INSPECTION (PM)	_		FUEL PUMP (44)	
PM-C INSPECTION (PM)	$ldsymbol{ldsymbol{ldsymbol{eta}}}$		GAUGES (SPECIFY) (03)	
ACCESSORIES (SPECIFY)	<u> </u>		HORN (54)	
AIR CONDITIONING (01)	L		LIGHTS (SPECIFY) (34)	
ALTERNATOR (31)	L		RADIATOR (42)	
BATTERY (32)	L		SIREN (99)	
BELTS (53)	L		SPEEDOMETER (03)	
BODY (SPECIFY) (02)	L		STEERING GEAR (15)	
BRAKES (13)	L		SUSPENSION (16)	
FUEL INJECTION (44)			TIRES (17)	
CLUTCH (23)	_	٠	TRANSMISSION (27)	
DIFFERENTIAL (22)			WINDSHIELD WIPER (02)	
ENGINE (45)	_		WRITTEN EVALUATION	
SMOG CHECK	ldash		OTHER (SPECIFY)	
				-

	PHONE:
PRINT NAME -	U.O.A:

REMARKS:

USE BACK OF THIS SHEET FOR FURTHER REMARKS

GOING OUT OF SERVICE INSPECTION

All vehicles going out of service must have this form completed, including motorcycles.

Vehicles must be inspected bumper to bumper.

Vehicle #	 .	Repair (Order#			Date
Repair Location		Custom	er #			Mileage
Year / Make		Model _		· · · · · · · · · · · · · · · · · · ·		Color
INSPECT AND DOCUM	MENT COND	O MOITIC	F COMPON	IENTS		
Drivetrain (engine, trans	•					
Suspension						
A/C & Heater	f			na anti-a		N/A If Motorcycle
All Lighting Systems						
Instrument / Gauges						
Power Windows And M	irrors					N/A If Motorcycle
Other	·	•	· · · ·			
Exterior						
Interior						
Note : All vehicles are a minimum requirements:			_		must	meet the following
Brake Percentage	LF	_% LR	% RR	% RF	_%	(Minimum 20%)
Tire Tread Depth	LF	LR	RR	RF		(Minimum 3/32)
All smog equipment pre	esent and pa	asses smo	og test.	()Yes		() No
Test drive. Are the bra	kes in good	workina d	order?()	Yes () No	and the second of the second o

GOING OUT OF SERVICE INSPECTION

All vehicles going out of service must have this form completed, including motorcycles.

Vehicles must be inspected bumper to bumper.

Vehicle # Mileage	·		
INSPECTED BY Date		Employee #	
Time Standard = 30 min.			
Additional Comments:			
Perform frame inspection. Are cracks present? If "Yes", contact contract monitor.	() Yes	() No	
Are directional lights operating both front and rear?	() Yes	() N0	
Do headlights, parking lights, and brake lights operate properly?	()Yes	() No	
Does horn operate ?	()Yes	() No	
Is The Windshield In safe Condition ? (No Cracks). If No, provide estimate for replacement.	()Yes	() No	
Are the windshield wipers in good working order?	()Yes	() No	
Is the speedometer in working order?	()Yes	() No	
Tires in safe condition?	()Yes	() No	
Test drive. Are the brakes In good working order? CVC 26508 Emergency Stopping Distance Requirement No Test Of Emergency Stopping System Performance si Speed In Excess Of 25 Miles Per Hour. 20 MPH 90 Feet	hall Be made	()No e Upon A Highway AT:	Α

H. C.

STATEMENT OF WORK - ATTACHMENT 6 08-11-06 SHOP EQUIPMENT

1. Above Ground Hoists - five (5)

> Four (4) Rotary Model #SP0A10 (10,000 lbs. capacity) or equivalent, if approved by **COUNTY Project Manager**

(Hoists Install Locations: two at Eastern, and one each at Lomita, and Pico Rivera, or as specified by County Project Manager)

Estimated costs - \$4430.00 each installed (including standard overhead electrical run of 50 feet, with electrical shut-off).

One (1) Rotary Model #SP0A12 (12,000 lbs. capacity) or equivalent, if approved by **COUNTY Project Manager**

(Hoist Install Location: Century or as specified by County Project Manager)

Estimated cost - \$6350.00 installed (including standard overhead electrical run of 50 feet, with electrical shut-off).

Supplier Example: Rotary Lift /A Dover Industries Company

P. O. Box 1560

Madison, IN 47250-1560 Telephone: 800 445-5438

Local Vendors for Reference: 1. Petersen Hydraulics

Telephone:

310-323-3155

2. Airdraulics

Telephone: 818-982-1400

Subtotal

\$24,070

- Additional ShopFax Equipment/Emulation Software five (5) each, unless otherwise noted 2.
 - 1. Personal Computer -est. \$950 each
 - 2. 17" Color Monitor est. \$200 each
 - 3. R.O. Wanding device est-\$170 each
 - 4. Keyboard, mouse incl. with PC
 - 5. Printer/copier est. \$200 each
- 7. Smart Term/Emulation Softwareest. \$200 each
- 8. UPS est. \$90 each
- 9. Etherfrad Routers only three (3) units
- est. \$1,940 each
- 6. ShopFax License est. \$2,000 each, Universe License est. \$445 each both are one time cost.
 - + \$250 each (annual ShopFax license support) + \$100 each (annual Universe license support)

Subtotal: ShopFax/Universe Licenses (5) + 1st year annual support (5) = \$13,975 estimate Subtotal: ShopFax Equipment/Emulation Software Estimated Costs = \$14,870 estimate

Personal Computer Specifications:

- 1. Hewlett Packard or equivalent with Windows XP Operating System
- 2. 2.4 Ghz system speed minimum
- 3. 256 mb Shared DDR2 SDRAM minimum
- 4. 80GB Hard Drive minimum
- 5. 24x CD-ROM Drive minimum
- 6. Three 2.0 USB high-speed ports minimum

Equipment to be installed at the following locations: Century(1), Central Jail(1), Star Center(1), and Eastern Mechanical (2) or as specified by County Project Manager - see Exhibit B, Statement of Work, Section CC.2.g for additional information.

Estimated cost for ShopFax equipment/licenses + 1st year annual support; Subtotal

\$28,845

STATEMENT OF WORK - ATTACHMENT 6 - continued 08-11-06 SHOP EQUIPMENT

3. Robin Air R-134 Air Conditioning/Recycling Machines - seven (7) each Robin Air- Model #RA 34134Z or equivalent - estimated cost :\$2,270.00 ea.

SEB

Units are to be installed at the following locations:

Lomita

Pomona Test Track

San Dimas

Marina Del Rey

Pico Rivera

West Hollywood

Subtotal

\$15,890

4. <u>Tire Balancer- Coats Model 850 Wheel Balancer - one (1) each</u>

Estimated cost- \$3235.00

Unit to be installed at the following location:

Pomona Test Track

Subtotal \$3,235

5. Heavy Duty Hoists and Support Stands - one (1) set four each
Stertil-Koni- Model #ST1072 Electro-Hydraulic Mobile Column Lifts- four (4)
Stertil-Koni- Model #SKCVP 5480-18 Support Stands- four (4)
or equivalent, if approved by County Project Manager.
Estimated cost- \$30,063
Equipment, with on-site training included, to be installed at Central Jail.

<u>Subtotal</u> \$30,063

6. Heavy Duty Tire Changer - Coats Model HIT 6000 - one (1) each
Estimated cost - \$10,500.00 (including a 220V/3 phase electric outlet with shut-off and an air supply line installed)
Equipment to be installed at Central Jail.

Subtotal \$10,500

Grand Subtotal

\$112,603

Estimated Tax (@ 8.25%) + \$

+ \$ 9,290

GRAND TOTAL ESTIMATE - \$121,893

Proposers are responsible for verifying cost estimates on equipment listed above.

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STATEMENT OF WORK - ATTACHMENT 7

Vehicle/Equipment Type Code List

- 01 B/W Sedans Emergency Response Vehicle (B&W)
- 02 B/W Sedans Refurbished Emergency Response Vehicle (B&W)
- 04 B/W Pickup 2 Wheel Drive
- 07 B/W Pickup 4 Wheel Drive
- 10 B/W Up To 12 Passenger Van
- 13 B/W 15 Passenger Van
- 15 Solid Motorcycle On Road
- 16 B/W Motorcycle On Road
- 19 B/W S.U.V. 2 Wheel Drive Emergency Response Vehicle (B&W)
- 22 B/W S.U.V. 4 Wheel Drive Emergency Response Vehicle (B&W)
- 25 B/W Cargo Van
- 28 B/W 4X4 Rescue Truck
- 30 Para-Transit Bus, with a GVW rating of 10,001 lbs. or higher (Wheel-Chair Transport)
- 31 B/W Bus 25 35 Passenger
- 34 B/W Bus 36 49 Passenger
- 37 B/W Bus 50 60 Passenger
- 39 Display Vehicles
- 40 Sedan Solid Large (Caprice, Crown Victoria)
- 43 Sedan Solid Medium (Camry, Taurus)
- 46 Sedan Solid Small (Neon, Escort,)
- 47 S.U.V. Solid 2 Wheel Drive
- 48 S.U.V. Solid 4 Wheel Drive
- 49 Sedan Solid Marked (Decals, lightbar,)
- 50 Sedan Solid V.O.P. 2005 Program
- 52 Sedan Solid C.S.O., P.C.O.
- 55 Sedan Solid C.S.S., C.P.S.
- 58 Sedan Solid V.O.P.
- 61 Van UpTo 12 Passengers Solid
- 64 Van 15 Passenger Solid
- 66 Food Van
- 67 Van, Solid Cargo, with a GVW rating of 10,000 lbs. or less
- 68 Step Van
- 69 Van, Solid Cargo, with a GVW rating of 10,001 lbs. or higher
- 70 Truck, Utility, with a GVW rating of 10,000 lbs. or less
- 71 Van, Utility, with a GVW rating of 10,000 lbs. or less
- 72 Truck, Utility, with a GVW rating of 10,001 lbs. or higher
- 73 Pickup Truck Solid (Chevy C10, C20, C30)
- 74 Van, Utility, with a GVW rating of 10,001 lbs. or higher
- 76 Truck Cargo Bobtail
- 79 Truck Cargo Stakeside
- 80 Refrigeration Unit Attached
- 82 Truck Refrigeration Compartment
- 85 Truck Dump
- 86 Truck, Boom, Hydraulic, Electric Attach.
- 88 Truck Tanker
- 90 Truck Tractor
- 91 Semi Trailer Flatbed
- 92 Semi Trailer Container
- 93 Semi Trailer Refrigerated
- 94 Semi Trailer Tanker
- 95 Utility Trailer 2 or 4 Wheel
- 96 RV Trailer
 - 97 Off Highway ATV
 - 98 Miscellaneous Vehicle/Equipment
 - 99 Boat

EXHIBIT C

PRICING SHEET

EXHIBIT C

PRICING SHEET

A. FIXED PRICE FOR FLEET MAINTENANCE

Contractor's annual price for Fixed-Price services beginning the first year of this Agreement is \$10,953,500. Contractor shall invoice County one-twelfth of the annual Fixed Price portion of the Agreement in arrears on a monthly basis, beginning thirty (30) days after the commencement date. This base price, per unit increases and/or decreases, and Fee-for-Service labor rates may be adjusted as described in the Agreement, Paragraph 8., Prices and Fees.

The amount of \$10,953,500, is for the **Fixed Price Base Fleet size of 4,216 units**, in the quantities specified below for Groups 1, 2, and 3. Month to month extensions will be at the price of the Agreement at the time the extension is exercised.

A.1 FIXED PRICE BASE FLEET

FIXED PRICE BASE FLEET SIZE	NUMBER OF UNITS
Group 1 - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less, and all on-road trailers	2,300
Group 2 - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. or less, and On-road motorcycles, Off-road motorcycles, and ATV's,	1,677
Group 3 - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs. or higher	239
TOTAL	4,216

County of Los Angeles Sheriff's Department

Exhibit C Pricing Sheet

B. ADJUSTMENTS TO BASE FLEET FIXED PRICE AMOUNT

B.1 CHANGE IN FLEET SIZE

PRICE COMPONENT	PER UNIT PRICE
Group 1 - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less, and all on-road trailers	\$1,100
Group 2 - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. or less, and On-road motorcycles, Off-road motorcycles, and ATV's	\$2,300
Group 3 - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs. or higher	\$5,000

The current equipment type numbers of vehicles/equipment assigned to each group are as follows:

Group 1: 4, 7, 10, 13, 25, 39, 40, 43, 46, 47, 48, 49, 50, 52, 55, 58, 61, 64, 67, 70, 71, 73, 80, 91, 92, 93, 94, 95, 96, and 98

Group 2: 1, 2, 15, 16,19, 22, 28, and 97

Group 3: 30, 31, 34, 37, 66, 68, 69, 72, 74, 76, 79, 82, 85, 86, 88 and 90

The description of each of the equipment type numbers is shown in Exhibit B, Statement of Work, Attachment 7. Additional equipment type numbers may be added during the course of this Agreement by the County Project Manager or his/her designee, as needed, and in accordance with the Price Component descriptions for Groups 1, 2, and 3 listed above.

The per unit prices for Group 1, Group 2, and Group 3 units are applicable for each vehicle or piece of equipment added to or deleted from the Fixed Price fleet, regardless of where the unit is allocated or assigned. The adjustment amount for the increases or decreases to the Fleet Base Price, which was confirmed at Agreement signing, shall be calculated based on per unit prices and shall be added to the annual fixed price in the manner set forth below. An initial Fixed Price fleet size adjustment from the **Base Fleet Size of 4,216 units** will be made within the first (5) business days of Agreement start, and will be effective as of the first day of the Agreement. Additionally, Fixed Price fleet size adjustments shall be made semi-annually, effective the first of the month every six (6) months thereafter. Interim Fixed Price fleet size adjustments may be made, when requested in writing by Contractor or by County, when increases or decreases equating to \$60,000 annually occur within a semi-annual period. The interim price adjustment shall become effective for the first whole month following the date the increase/decrease is approved by the County Project Manager or his/her designee, and shall remain effective until the next adjustment is made. Changes in the CPI and/or the average salary movement granted to County employees will be applied

County of Los Angeles Sheriff's Department

Exhibit C Pricing Sheet to these Change in Fleet Size rates as specified in the Agreement, Paragraph 8., Prices and Fees.

Any vehicle or piece of equipment found, during a fleet inventory review, to be an exception to its group assignment by equipment type, i.e. incorrectly assigned, or any vehicle and/or piece of equipment/attached refrigeration units, will be assigned to the correct group at that time. The fleet size adjustment price for any unit, when removed, corrected, and/or added to the fleet, will be according to its correct group assignment, and shall become effective for the first whole month following the date the adjustment is approved. Any and all fleet size adjustments, corrections, and/or additions must be approved by the County Project Manager or his/her designee.

B.2 FIXED PRICE CHANGE FOR MINIMUM STAFFING INCREASE/DECREASE

The Contractor's price for Fixed-Price services shall be adjusted for increases or decreases in the Agreement mandated Minimum Staffing level, when required by County. This shall be accomplished through the Change Order process, as specified in Section 6.0 of the Agreement. An addition or reduction of journeyman vehicle. equipment, body/fender mechanics, or automotive painters, above or below the total minimum staffing requirement of ninety-seven (97) personnel in these job classifications, as specified in Exhibit B, Attachment 3, Repair Locations/Minimum Staffing, shall increase or decrease the Contractor's Base Price for Fixed-Price services by \$50,000 annually, per minimum staff employee. One example would be if the Department should open a new repair facility, and the County Project Manager determines that this requires an additional minimum staff mechanic, and not just the transfer of existing personnel. This would require an increase in the Contractor's Base Price for Fixed-Price services. Conversely, should the Department close a repair facility or require less minimum staff due to fewer contract cities, etc., and the County Project Manager determines that this requires a reduction of minimum staff mechanics, this would require a decrease in the Contractor's Base Price for Fixed-Price services. Changes in the CPI and/or the average salary movement granted to County employees will also be applied to this rate, in accordance with the Agreement, Paragraph 8., Prices and Fees.

C. FEE-FOR-SERVICE HOURLY LABOR RATES

The following hourly labor rates shall apply to Fee-for-Service charges, in accordance with Section V V of Exhibit B, Statement of Work. Increases in the CPI or the average salary movement granted to County employees as specified in the Agreement, Paragraph 8, Prices and Fees, will be applied to these rates in accordance with the same schedule of rate increases.

County of Los Angeles Sheriff's Department

Exhibit C Pricing Sheet

CATEGORY	HOURLY LABOR RATE	OVERTIME HOURLY LABOR RATE
Light and medium vehicle, trailer, and Boat Mechanical Repair	\$ 41.00	\$ 51.25
Heavy Vehicle Mechanical Repair	\$ 45.00	\$ 56.25
Mechanical Repair and Body Repair/Painting of Off Highway and Auxiliary Equipment	\$ 45.00	\$ 56.25
Mechanical Repair and Body Repair/Painting of On-road motorcycles, Off- road motorcycles, and ATV's	\$ 42.00	\$ 52.50
Body Repair/Painting Light and medium vehicles and Boats	\$ 42.00	\$ 52.50
Body Repair/Painting Heavy Vehicle, Semi- Trailer and Bus	\$ 45.00	\$ 56.25

D. FEE-FOR-SERVICE PAINT MATERIAL COSTS

The following price per estimated paint hour rates shall apply to accident repair Fee-for-Service charges, in accordance with Section V V of Exhibit B, Statement of Work. Increases in the CPI or the average salary movement granted to County employees as specified in the Agreement, Paragraph 8, Prices and Fees, will be applied to these rates in accordance with the same schedule of rate increases. Inordinate changes in auto and truck paint material costs, due to environmental and/or market price mandates, may justify interim rate changes, when documented by Contractor, and approved by the County Project Manager and described in Paragraph 8 of the Agreement.

CATEGORY	COST PER ESTIMATED PAINT HOUR
Single Stage Paint Rate	\$ 24.00
Multiple Stage Paint Rate	\$ 27.00

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EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

	Penske Truck Leasing Co., L.P.		
Con	ntractor Name		
	Rt. 10 & Pheasant Road, Reading PA 19607		
Add	Iress		
Inte	23-2518618 rnal Revenue Service Employer Identification Number		
	GENERAL CERTIFICATION		
confirm firm the and	accordance with Section 4.32.010 of the Code of the Countractor, supplier, or vendor certifies and agrees that all pers, its affiliates, subsidiaries, or holding companies are and wifirm without regard to or because of race, religion, ancestry, in compliance with all anti-discrimination laws of the United State of California.	ons employed I Il be treated eq , national origin	oy such ually by , or sex
	CONTRACTOR'S SPECIFIC CERTIFICATIO	NS .	
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes □	No □
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes □	No □
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes □	No □
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes □	No □
Auth	norized Official's Printed Name and Title		
Autl	horized Official's Signature	Date	

EXHIBIT E

PERFORMANCE STANDARDS

EXHIBIT E

PERFORMANCE STANDARDS

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
-	Majori Arti	QUALITY CONTROL PLAN			
1.a	SOW: Section G - Quality Control/Agreement Compliance	Provide Quality Control Plan/Provide Revisions to the Quality Control Plan, that is approved by County's Project Manager.	100%	\$50	\$100
1.b	SOW: Section G -Quality Control/Agreement Compliance	Perform Quality Control, to include minimum requirements as specified in Agreement.	100%	\$20 per minimum requirement and/or per vehicle	\$40 per minimum requirement and/or per vehicle
1.c	SOW: Section G.4 - Quality Control/Agreement Compliance	Maintain records regarding the Quality Control Plan.	100%	\$50	\$100
2		NORMAL HOURS OF OPERATION/STAFFING LEVELS-			
. 2.a	SOW: Section H - Hours of Operation Attachment 3 - Repair Locations/Minimum Staffing Levels	Provide service as per Agreement every County workday, on schedule. Exceptions must be approved by County's Project Manager.	100%	\$30 per minimum requirement and/or per hour	\$50 per minimum requirement and/or per hour
2.b	SOW: F.1 - Staffing Levels, Training, and Safety Requirements	Contractor shall not close any stations/facilities without prior authorization from the County's Project Manager.	100%	\$30 per business hour	\$50 per business hour

Exhibit E Performance Standards

County of Los Angeles Sheriff's Department Penske Truck Leasing Co., L.P.

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	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
2.c	SOW: Section F - Staffing Levels, Training, and Safety Requirements SOW: Attachment 3 - Repair Locations/Minimum Staffing Levels	Failure to meet total minimum staffing requirements, and/or minimum staffing/shift requirements by location.	100%	\$25 per business hour per employee	\$50 per business hour per employee
က		HOURS OF OPERATION IN EMERGENCY SITUATIONS			
a. a.	SOW: Section H.3 - Emergencies	Staffing requested at facilities designated with time frame.	100%	\$500	\$1000
4		SERVICE INTERRUPTIONS			
4.a	SOW: Section H.4 - Service Interruptions	Continue service by whatever means available and incur reasonable costs.	100%	Contract Termination	
5		CONTRACTOR PROVIDED ITEMS			
5.a	SOW: Section J - Contractor Furnished Items	Personnel, equipment, tools, vehicles, services, supplies and materials specified.	100%	\$50 per item per week not provided	\$100 per item per week not provided
5.b	SOW: Section J.7 - Security	Security.	100%	\$50 + actual damages	\$100 + actual damages

Exhibit E Performance Standards

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
6.b	SOW: Section O.2.b - Vehicle Repair Time Requirements	Mechanical repairs completed within three-ten days.	100%	\$25 per business day per vehicle	\$50 per business day per vehicle
6.0	SOW: Section O.3 - Quick Fix Repairs and Appointments	Provide "Quick-Fix" repairs and appointment service within prescribed time frames.	100%	\$10 per business hour delayed, per vehicle	\$20 per business hour delayed, per vehicle
p.9	SÖW: Section O.3.a and b - Quick Fix Repairs and Appointments	Record "Quick Fix" repairs, to include "turnaround" time, in the Fleet Management Information System - ShopFax.	100%	\$10	\$20
6.6	SOW: Section O.1.a - Vehicle Repair Time Requirements	Perform vehicle/equipment maintenance and repairs as per OEM or as instructed by COUNTY Project Manager or his/her designee.	100%	\$50	\$100
6.f	SOW - Sections O.1.f and g Vehicle Repairs/Maintenance	Provide vendor agreements/service.	100%	\$50	\$100
	Exhibit A, Additional Terms and Conditions: Paragraph 1.0 - Subcontracting				
6.g	SOW: Section Q.2 - Vehicle Abuse	Record and document vehicle abuse in the Fleet Management Information System - ShopFax.	100%	\$20	\$40
6.h	SOW: Section O.4 - Out of Service Rate Requirements - By Category	Categorize and record "out-of-service" data in the Fleet Management Information System - ShopFax in "real time".	100%	\$50 per "out of" service" vehicle without correct open repair order	\$100 per "out of service" vehicle without correct open repair order

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
6.i	SOW: Section O - Service Requirements	Furnish supervision, labor, tools, parts, and supplies at stations, repair facilities, and for mobile mechanics to maintain fleet.	100%	\$50	\$100
6.j	SOW: Sections II - Daily Report, JJ - Monthly Report, KK - Quarterly Report, and LL - Annual Reports	Report all requirements in Daily, Monthly, Quarterly, and Annual Reports.	100%	\$50 per item not provided	\$100 per item not provided
6.k	SOW: Section 0.4 - Out of Service Rate Requirements - By Category and Section R.2 - Operation of the Fleet Management Information System	Ensure actual labor times for separate vehicle system repairs and correct repair order Repair Reasons are accurately recorded on all repair orders. Exceptions for actual labor times on accident repair, administrative, and direct purchase repair orders can be authorized by the COUNTY Project Manager, or his/her designee.	100%	\$50	\$100
6.1	SOW: Section 0.5.e - Rework/Preventive Maintenance/Quality Control Comebacks	Incur all expenses, including transportation for "comeback/rework" repairs as defined.	100%	\$50 + expenses	\$100 + expenses
6.т	SOW: Section 0.5.g - Rework/Preventive Maintenance/Quality Control Comebacks	Achieve less than a 3% "comeback/rework" rate for all repairs, by the repair location where original work was done.	100%	\$50	\$100
6.n	SOW: Section O.4.c - Out of Service Rate Requirements - By Category	Contractor shall ensure that the "out-of-service rate" does not exceed the maximum number of vehicles/equipment allowed to be out-of-service for any Department Unit of Assignment.	100%	\$50 per day per Unit of Assignment	\$100 per day per Unit of Assignment

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
7		ACCIDENT REPAIRS			
7.a	SOW: Section WW.2 - Accident Repairs	Estimates prepared within two (2) business days of Contractor receipt of vehicle.	100%	\$50	\$100
7.b	Sow: ww.4 - Accident Repairs	Make repair vs. replace recommendation within two (2) business days of receipt of vehicle.	100%	\$25	\$50
7.0	SØW: Section WW.5 - Accident Repairs	Ensure all vendor repairs meet OEM and/or Agreement standards.	100%	\$50	\$100
	Exhibit A, Additional Terms and Conditions, Paragraph 1.0 - Subcontracting				
p.7	SOW: Section WW.6 - Accident Repairs	Require "County Standard Accident Report" prior to beginning work on a vehicle, when required by County.	100%	\$50	\$100
9.2	Agreement, Paragraph 11.0 - Liquidated Damages	Correctly calculate out of service time and automatic deductions by category, and submit documentation with accurate invoices.	100%	\$50 + deduction, per deduction missed	\$100 + deduction, per deduction missed
7.f	SOW: Sections WW.8 and WW.12 - Accident Repairs	Track vehicle movement from one repair section to another in ShopFax, the Management Information System, based on original date received, and section transfer dates.	100%	\$50	\$100
7.g	SOW: Section WW.11 - Accident Repairs, Out of Service Time	Minor Accident Repairs to be completed within seven (7) business days. Minor Accident repair is defined as a body/paint repair that is ten (10.0) hours or less.	100%	\$50 per business day per vehicle	\$50 per business day per vehicle

Exhibit E
Performance Standards

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	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
7.h	'SOW: Section WW.11 - Accident Repairs, Out of Service Time	Major Accident Repairs to be completed within twenty-one (21) business days. Major Accident repairs is defined as a body/paint repair that is ten (10.1) hours or more.	100%	\$20 per business day per vehicle	\$40 per business day per vehicle
j.7	SOW: Section WW.10 - Accident Repair	Submit individual summarized list of accident repair costs by vehicle, by accident, when requested by County.	100%	\$50	\$100
· 12	SOW: Section F.7.e - Staffing Levels, Training, and Safety Requirements	Provide trained and certificated technician for frame rack/measuring system at Eastern Avenue repair facility.	100%	\$20 each business day out of compliance	\$40 each business day out of compliance
80		PREVENTATIVE MAINTENANCE (PM) AND INSPECTIONS-	S		
8. 8	SOW: Section S.3 - Preventive Maintenance (PM) and Inspections	Perform correct PM when vehicle is in the shop, and/or when PM is within 500 miles/30days of being due.	100%	\$25	\$50
8.b	SOW: Section S.2 - Preventive Maintenance (PM) and Inspections	Perform Contractor or Department generated campaigns within 120 days, unless otherwise specified by the County Project Manager, or his/her designee.	100%	\$10 per day overdue, per campaign not performed, per vehicle	\$20 per day overdue, per campaign not performed, per vehicle
o. 8	SOW: Section S.1 - Preventive Maintenance (PM) and Inspections	Maintain an automated detailed PM program in the Fleet Management Information System - ShopFax, and update PM checklists, PM assignments/lead times, and similar operations within two (2) business days.	100%	\$100	\$200

Exhibit E Performance Standards

Penske Truck Leasing Co., L.P.

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Exhibit E Performance Standards

Penske Truck Leasing Co., L.P.

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	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
.i.	SOW: Section F.7.a - Staffing Levels, Training and Safety Requirements	Ensure all mechanics who perform brake system work on Department vehicles be at a minimum ASE and or /State of California, Bureau of Automotive Repair, certified in brakes. Must have appropriate license for the vehicle/equipment they are required to inspect or repair.	100%	\$50 per incident	\$100 per incident
	SQW: Section F.7.e - Staffing Levels, Training and Safety Requirements	Perform State certified lamp adjusting.	100%	\$50 per vehicle	\$100 per vehicle
8.k	SOW: Section JJ.c - Monthly Report	Report PM compliance rate in Monthly Reports.	100%	\$50	\$100
- .8	SOW: Section S.1 - Preventative Maintenance (PM) and Inspections	Achieve a PM compliance rate of 97% per month.	100%	\$250	\$500
8.п	SOW: Section CC.1.f - Facility	Pay telephone line expense, including BAR equipment.	100%	\$10 each business day delayed past ten (10) business days + invoice	\$20 each business day delayed past ten (10) business days + invoice
6		ROAD SIDE SERVICE & TOWING		-	
9.a	SOW: Section T - Field Services and Towing	Provide emergency road service assistance, including towing 24-hours, 7 days a week, in time frames specified in the Agreement.	100%	\$20 per requirement and/or per hour delayed	\$40 per requirement and/or per hour delayed

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT 1 ST EVENT	DEFICIENCY CREDIT
9.b	SOW: Section T.4 - Field Services and Towing	Track all towing breakdown information in the Fleet Management Information System - ShopFax, and supply this information in report form as part of each Quarterly Report.	100%	\$20 per requirement and/or per day delayed	\$40 per requirement and/or per day delayed
0.6	SOW: Section T.7 - Field Services and Towing	Notify County's Project Manager 24 hours prior to a change in tow telephone number.	100%	\$100	\$200
10	* .	CAR WASHES			
10.a	SOW: Section U - Car Wash Service	Provide car wash service at Eastern Avenue.	100%	\$25	\$50
10.b	SOW: Section U - Car Wash Service	Keep area surrounding Eastern Avenue car wash clean.	100%	\$25	\$50
10.c	SOW: Section U - Car Wash Service	Service and maintain car wash clarifier at Eastern Avenue car wash.	100%	\$25 per day not maintained	\$50 per day not maintained
=		SECURITY OF VEHICLES AND EQUIPMENT			
11.a	SOW: Section V.2 - Security of Vehicles and Equipment	If equipment found to be damaged/missing from a vehicle and not noted on inspection form.	100%	\$100 + repair/replacement cost	\$200 + repair/replacement cost
11.b	SOW: Section V.3 - Security of Vehicles and Equipment	Report incidents of theft or vandalism to County's Project Manager, and local law enforcement agency.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
27		REPAIR PARTS MANAGEMENT			
12.a	SOW: Section W - Repair Parts Management	Procure repair parts in a timely manner, and in order to meet the Performance Standards of this Agreement.	100%	\$50	\$100
12.5	SOW: Sections W.1, W.2 and W.3 - Repair Parts Management	Maintain adequate inventory to meet operational needs including emergencies and other emergency vehicle parts.	100%	\$50	\$100
12.c	SOW: Section W.3 - Repair Parts Management	Ensure sufficient quantities of spare parts to preclude out of stock situations for Emergency Response Vehicles during emergency situations.	100%	\$50	\$100
12.d	SOW: Section W.2 - Repair Parts Management	Install parts which meet or exceed OEM specifications.	100%	\$100 + actual damages	\$200 + actual damages
12.e	SOW: Sections W2.a through W.2.f - Repair Parts Management	Obtain County Project Manager's approval of tire and brake specifications, and ensure the approved parts are installed on the correct vehicle types.	100%	\$100 per incorrect part installation + actual damages	\$200 per incorrect part installation + actual damages
12.f	SOW: Section W.5 - Repair Parts Management	Identify all repair parts on vehicle work orders by manufacturer, part number, description, VMRS code, and cost.	100%	\$50	\$100
12.g	SOW: Section W.8 - Repair Parts Management	Ensure all parts/components warranty information is managed by Fleet Management Information System - ShopFax.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
12.h	*SOW: Section W.4 - Repair Parts Management	Monitor and control all repair parts inventory/usage in the automated Fleet Management Information System - ShopFax.	100%	\$100	\$200
12.i	SOW: Section W.4 - Repair Parts Management	Ensure complete repair parts inventory, VMRS, and parts usage reports are available to County Project Manager, County Supervising Monitor, and their designees at all times upon their request.	100%	\$50	\$100
12.j	SOW: Section X - New Vehicle Preparation (Outfitting)	Maintain minimum inventory of specialized equipment such as packages of outfitting equipment identified in Section X, Exhibit B, SOW; also, deep cycle batteries for MDT's, MDC's, outfitting components and parts, radio, computer, and electrical cabling, etc. for trunk installations.	100%	\$50	\$100
12.K	SOW: Section W.5 - Repair Parts Management	Record parts usage history for 100% of stocked and nonstocked parts in Fleet Management Information System - ShopFax.	100%	\$10 per part not recorded	\$20 per part not recorded
12.J	SOW: Section W.9 - Repair Parts Management	Charge for labor costs only if County obtains repair parts independently.	100%	\$100	\$200

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
13		NEW VEHICLE PREPARATION - OUTFITTING-			
13.a	SOW: Section X.1 - New Vehicle Preparation (Outfitting)	Prepare for service (outfit) up to sixty (60) vehicles per month, of which forty (40) may be fully outfitted vehicles (Fixed Price), and up to a total of five-hundred-fifty (550) vehicles per year, of which three-hundred-fifty (350) may be fully outfitted vehicles (Fixed Price): the halance of two.	100%	\$50 per each non- fully outfitted vehicle less than requested that month.	\$100 per each non-fully outfitted vehicle less than requested that month.
ģi v	<i>y</i>	hundred (200) vehicles are to be charged Fee-for-Service as specified by County's Project Manager.		\$300 per each fully outfitted vehicle less than requested that month.	\$600 per each fully outfitted vehicle less than requested that month.
13.b	SOW: Section X - New Vehicle Preparation (Outfitting)	Contractor shall complete and deliver up to fifteen (15) "fully outfitted" vehicles within any fifteen (15) calendar day period to County, when requested by County Project Manager.	100%	\$50 per day per vehicle	\$100 per day per vehicle
13.c	SOW: Section X - New Vehicle Preparation (Outfitting)	Contractor shall complete and deliver up to ten (10) vehicles with less than six (6) hours of required outfitting within any seven (7) calendar day period to COUNTY, when requested by County Project Manager.	100%	\$50 per day per vehicle	\$100 per day per vehicle
13.d	SOW: Section R - Fleet Management Information System (MIS) Requirements	Record accurate vehicle information/ repair history in Fleet Management Information System - ShopFax.	100%	\$50	\$100
13.e	SOW: Section X.4 - New Vehicle Preparation (Outfitting)	Paint and apply vehicle numbers on vehicle.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
13.f	*SOW: Section X.6 - New Vehicle Preparation (Outfitting)	Provide on-site lock-smithing and key making.	100%	\$50	\$100
13.g	SOW: Section X.7 - New Vehicle Preparation (Outfitting)	Deliver three sets of keys to County Project Manager.	100%	\$50	\$100
13.h	SOW: Section X.5 - New Vehicle Preparation (Outfitting)	Install decals provided by County.	100%	\$50	\$100
13.i	SOW: Section X.2.b - New Vehicle Preparation (Outfitting)	Coordinate and document radio and other electronic equipment installation with Department Electronic Equipment Installers.	100%	\$50	\$100
14		INSTALLATION AND FABRICATION			
14.a	SOW: Section AA - Installations	Install push bars, lights, locks, secure idle, intersection clearance lights, command boxes, utility boxes, lift gates, A/C cut outs, black out switches, sirens, gun racks, radio racks, and radio/data/power cables, auxiliary fuel tanks etc.	100%	\$50	\$100
14.b	SOW: Section AA - Installations	Contractor shall provide certain installations, to include but not limited to, window tinting, alarms and lift gates, etc.	100%	\$50	\$100
14.c	SOW: Section Y - Fabrication	Fabricate components.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
15		REPAIR VS. REPLACE RECOMMENDATIONS			
15.a	SOW: Section P - Replace versus Repair Recommendations	Make vehicle repair vs. replace recommendations when repairs exceed pre-established guidelines.	100%	\$50	\$100
16	*	VEHICLE DISPOSAL PREPARATION-			
16.a	SOW: Section BB - Vehicle Disposal Prèparation	Remove spotlights, light bars, security screens, sirens, computers, brackets, radios, and other County equipment.	100%	\$50	\$100
16.b	SOW: Section BB.3 - Vehicle Disposal Preparation	Remove insignias and lettering without damaging metal or other material, so that there is no "shadow" remaining, and paint doors to a glossy black finish (single stage paint), or primer, when authorized,.	%001	\$50	\$100
16.c	SOW: Section BB.2 - Vehicle Disposal Preparation	Department radios, computers, trackers, cables (not to be cut), and sirens etc. are to be identified by vehicle number, boxed and turned over to Department.	100%	\$25 per incident	\$50 per incident
16.d.	SOW: Section BB.6 - Vehicle Disposal Preparation	Ensure auction vehicles meet minimum safety/public sale requirements.	. 100%	\$50	\$100
16.e	SOW: Section BB.7 - Vehicle Disposal Preparation	Perform cost-effective minor repairs to increase resale value.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
16.f	SOW: Section BB - Vehicle Disposal Preparation	Prepare for disposal up to sixty (60) vehicles per month and up to a total of five-hundred and fifty (550) vehicles per year (Fixed Price). Of the sixty (60) vehicles per month, forty (40) may be fully outfitted vehicles, and of the five-hundred and fifty (550) vehicles per year, three-hundred and fifty (350) may be fully outfitted vehicles. The vehicles to be prepped for disposal will be as specified by County's Project Manager, or his/her designee. These quantities are under the Fixed Price portion of the Agreement.	100% of vehicles requested each month	\$50 per each vehicle less than requested that month	\$100 per each vehicle less than requested that month
17		REPAIR FACILITY AND FACILITY EQUIPMENT MAINTENANCE-	VANCE		
17.a	SOW: Section CC.2.c - Facility Equipment	Furnish equipment, tools and technical service manuals to perform work.	100%	\$50	\$100
17.b	SOW: Section CC1.d - Facility	Shall not work on vehicles not owned or leased by Department and/or County.	100%	\$50	\$100
17.c	SOW: Section CC1.e - Facility	Ensure cost efficient energy utilization and report annually to County's Project Manager.	100%	\$50	\$100
17.d	SOW: Section CC1.b - Facility	Make no alterations/improvement to facilities without approval of County's Project Manager.	100%	\$50	\$100
17.e	SOW: Section HH.g - Fleet Performance Monitoring and Operational Plan	Ensure Facility Environmental Compliance Plan is provided with Operational Plan.	100%	\$100 + fines	\$250 + fines

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
18	3	FACILITY EQUIPMENT			
18.a	SOW: Section CC.2.l and CC.2.m - Facility	Add facility equipment only upon approval of County's Project Manager.	100%	\$50	\$100
18.b	SOW: Section CC.2.f, g, and h - Facility Equipment	Purchase and install all equipment listed in within ninety (90) days of the commencement of this Agreement.	100%	5% of item price, per week delay, per item	10% of item price, per week delay, per item
	SOW: Attachment 6, Shop Equipment				
18.c	SOW: Section HH.h - Fleet Performance Monitoring and Operational Plan, Section CC.3.c and CC.4.b - Maintenance	Service and maintain all facility and shop equipment in accordance with Industry standards and COUNTY approved Operational Plan.	100%	\$20 each business day delayed per category + actual repair costs	\$40 each business day delayed per category + actual repair costs
18.d	SOW: Section CC.2.b - Facility Equipment	Assume risk of loss, damage or destruction of all furnished County equipment and tools.	100%	\$50	\$100
18.e	SOW: Section CC.2.k - Facility Equipment	Return County equipment and tools in original condition, less wear, upon contract termination.	100%	\$50	\$100
18.f	SOW: Section CC.2.I - Facility Equipment	Coordinate enhancement of existing County equipment with County's Project Manager.	100%	\$50	\$100
18.g	SOW: Section CC.2.m - Facility Equipment	Receive approval of County's Project Manager for sharing cost of new equipment prior to acquisition.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
18.h	SOW: Section CC.2.n - Facility Equipment	Acquire replacement equipment and tools through competitive bid process approved by County Project Manager.	100%	\$50	\$100
18.i	SOW: Section CC.2.o - Facility Equipment	Acquire replacement equipment and tools after approval of County's Project Manager.	100%	\$50	\$100
18.j	SOW: Section CC.2.o - Facility Equipment	Amortize new equipment purchases using method acceptable to County's Project Manager.	100%	\$50	\$100
18.K	SOW: Section CC.2.p - Facility Equipment	Ensure that ShopFax, the Fleet Management Information System is a full production version and identical copy of program upon termination.	100%	\$50	\$100
19		MAINTENANCE			
19.a	SOW: Section CC.3.b - Maintenance	Perform internal maintenance, cleaning, light bulbs, glass, minor plumbing at facilities/stations.	100%	\$50	\$100
19.b	SOW: Section CC.3.c - Maintenance	Perform maintenance for County furnished equipment.	100%	\$50	\$100
19.c	SOW: Section CC.3.e - Maintenance	Perform daily sweeping, mopping, dusting, waste and rubbish removal, etc	100%	\$50	\$100
19.d	SOW: Section CC.3.e - Maintenance	Perform all operations to present a clean, safe and sanitary work environment.	100%	\$50	\$100
19.e	SOW: Section CC.3.d and e - Maintenance	Place all rubbish, waste material, and oily rags in approved containers.	100%	\$50	\$100
19.f	SOW: Section CC.3.g - Maintenance	Furnish all supplies/materials to perform facility/equipment maintenance.	100%	\$50	\$100

Exhibit E Performance Standards

Exhibit E Performance Standards

1	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
21		FACILITY MAINTENANCE REPORTING			
21.a	SOW: Section CC.5 - Facility Maintenance Reporting	Report conditions of facilities and stations in Monthly reports.	100%	\$50	\$100
21.b	SOW: Section CC.5 - Facility Maintenance Reporting	Include description, amortization, serial no., cost, purchase date of equipment in Quarterly Report.	100%	\$50	\$100
21.c	SOW: Section CC.5 - Fạcility Maintenance Reporting	Report in a like manner any equipment traded, sold or otherwise disposed.	100%	\$50	\$100
22		PERMITS			
22.a	SOW: Section DD - Permits	Obtain all licenses/permits required.	100%	\$50	\$100
23		HAZARDOUS WASTE			
23.a	SOW: Section EE.1 - Hazardous Waste	Dispose of all trash and hazardous waste in accordance with local, state and federal law.	100%	\$50	\$100
23.b	SOW: Section EE.2 - Hazardous Waste	Maintain records of all hazardous chemicals and waste.	100%	\$50	\$100
23.c	SOW: Section EE.2 - Hazardous Waste	Ensure hazardous material records contain materials origin, use, distribution, and disposal.	100%	\$50	\$100
23.d	SOW: Section EE.3 - Hazardous Waste	Provide training and management for employees handling hazardous materials.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
23.e	SOW: Section EE.1 - Hazardous Waste	Dispose of used tires and parts in accordance with applicable rules and regulations.	100%	\$50	\$100
24	in Section 2	FLEET RECORD MANAGEMENT			
24.a	SOW: Section R.1.a - Eleet Management Information System Administration	Provide/maintain permanent, detailed automated record system containing data elements listed.	100%	\$50	\$100
24.b	SOW: Section R - Fleet Management Information System Administration	Provide/maintain permanent, detailed automated record system with capabilities listed.	100%	\$50	\$100
24.c	SOW: Section R.2.b.9 - Operation of the Fleet Management Information System	Vehicle odometer reading taken directly from vehicle for each repair order.	100%	\$25	\$50
24.d.	SOW: Section R.2.b.8 - Operation of the Fleet Management Information System	Provide Purchase Order/Requisition tracking in Fleet MIS.	95%	\$50	\$100
24.e	SOW: Section R - Fleet Management Information System (MIS) Requirements	Maintain a Bar Code Module to facilitate all bar-coding operations in Fleet MIS.	100%	\$50	\$100

Exhibit E Performance Standards

,	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
24.f	SOW: Section R.1.c & g - Fleet Management Information System	Maintain minimum staffing requirements for Information Technology Administrator and Assistant.	100%	\$25 per hour	\$50 per hour
24.g	SOW: Section R.1.a - Fleet Management Information System Administration and Section R.6.d - County training and Use of ShopFax: access to Fleet Records	Install and maintain terminals, software/networking at service locations.	100%	\$50	\$100
24.h	SOW: Section R.2.b.29 & 30 - Operation of the Fleet Management Information System	Contractor site employees, at all locations, to enter all service and repair work into ShopFax in "real time".	. 100%	\$25	\$50
24.i	SOW: Section R.2.b.30 - Operation of the Fleet Management Information System	Include all information in primary MIS system headquartered at Eastern Avenue.	100%	\$50	\$100
24.j	SOW: Section R.5.a - Fleet Management Information System Data Security	Ensure Fleet MIS records are secured and protected, to include a well-maintained backup Uninterruptible Power Supply (UPS) with parachute software to shut down computer properly.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
24.K	SOW: Section R.3.k - Fleet Management Information System Procedures	Ensure fleet MIS users experience less than 20 hours system downtime per year and 20 hours per terminal downtime per year.	100%	\$50	\$100
24.1	SOW: Section JJ.g - Monthly Report	Report Fleet MIS system downtime in Monthly Report.	100%	\$25	\$50
24.m	S@W: Section R.5.a - Fleet Management Information System Data Security	Provide data back-up and back-up tape storage procedures in accordance with this Agreement, and as approved by County Project Manager.	100%	\$100	\$200
24.n	SOW: Section R.4 - Fleet Management Information System Expansion and Upgrades	Ensure all VMRS coding is performed correctly and in the time frames specified	100%	\$50	\$100
24.0	SOW: Section R.6.c - County Training and Use of ShopFax: Access to Fleet Records	Allow County unlimited access to Fleet MIS data.	100%	\$50	\$100
24.p	Exhibit A, Additional Terms and Conditions, Paragraph 42.1 - Records and Audits	Allow County access to personnel data, books, records, invoices, correspondence, and instructions, plans, drawings, receipts, vouchers and documentation for audit purposes.	100%	\$50	\$100
24.q	SOW: Section R - Fleet Management Information System (MIS) Requirements	Train Sheriff's Fleet personnel to utilize the Fleet Management Information System, ShopFax and provide a procedures manuals.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
24.r	SOW: Section YY - Records Keeping Requirements	Keep/maintain all records for five (5) years after completion of contract.	100%	\$50	\$100
24.s	Exhibit A, Additional Terms and Conditions, Paragraph 42.1 - Records and Audits	Pay County for travel if records outside of the County of Los Angeles.	100%	\$50	\$100
24.t	Exhibit A, Additional Terms and Conditions, Paragraph 42.1 - Records and Audits	Provide County annual audited financial statements if requested.	100%	\$50	\$100
24.u	SOW: Section R.4 - Fleet Management Information System and Upgrades	Provide all ShopFax, Fleet Management Information System training, programming changes, VMRS parts coding requirements, and Cognos training within 180 days of commencement of this Agreement.	100%	\$250 + cost of each requirement	\$500 + cost of each requirement
25		CLEAN FUEL FLEET PROGRAM ASSISTANCE			
25.a	SOW: Section GG.1 - Clean Fuel Program Assistance	Assist in the development of a Clean Fuel Fleet Program Plan to ensure compliance with mandates.	100%	\$50	\$100
25.b	SOW: Section GG.2 - Clean Fuel Program Assistance	Identify Clean Fuel Funding Programs that may assist the Department in meeting Clean Fuel Fleet Program goals/mandates.	100%	\$50	\$100
25.c	SOW: Section GG.4 - Clean Fuel Program Assistance	Include status of all Clean Fuel Fleet Programs that currently affect or could affect the Department in Annual Report.	100%	\$50	\$100

Exhibit E Performance Standards

Penske Truck Leasing Co., L.P.

County of Los Angeles Sheriff's Department -24-

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
25.d	SOW: Section GG.5 - Clean Fuel Program Assistance	Assist with the Department's Clean Fuel Fleet Program goals and mandates.	100%	\$50	\$100
26	and the second	FLEET PERFORMANCE MONITORING			
26.a	SOW: Section HH - Fleet Performance Monitoring and Operational Plan	Supply Operational Plan within time frames specified, the first year Operational Plan within thirty (30) calendar days following the commencement of this Agreement, and the second and subsequent year(s) Operational Plans within sixty (60) calendar days following the anniversary date each year of this Agreement.	100%	\$20 per section of plan, per day, not provided, or incomplete	\$40 per section of plan, per day, not provided, or incomplete
26.b	SOW: Section JJ - Monthly Report	Supply COUNTY Project Manager with a Monthly Report, within five (5) business days of the end of each month, covering the requirements listed.	100%	\$10 per section of report, per day, not provided, or incomplete	\$20 per section of report, per day, not provided, or incomplete
26.c	SOW: Section KK - Quarterly Report	Supply Quarterly Report covering the requirements listed, within ten (10) business days of end of quarter.	100%	\$10 per section of report, per day, not provided, or incomplete	\$20 per section of report, per day, not provided, or incomplete
26.d	SOW: Section LL - Annual Reports	Supply Annual Report covering requirements listed within thirty (30) calendar days following the anniversary date each year of this Agreement.	100%	\$20 per section of report, per day, not provided, or incomplete	\$40 per section of report, per day, not provided, or incomplete
26.e	SOW: Section OO.2 - Performance Evaluation Meetings	Meet with designated representative of the Department regarding performance as requested by County Project Manager.	100%	\$50	\$100

Exhibit E Performance Standards

	SPECIFIC PERFORMANCE , REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
27	**	WARRANTY MANAGEMENT			
27.a	SOW: Section MM.1 - Warranty Work	Administer vehicle and parts warranties.	100%	\$50	\$100
27.b	SÓW: Section MM.1 - Warranty Work	Deliver and/or make available vehicles and parts for warranty work warranties.	100%	\$50	\$100
27.c	SOW: Section MM.2 - In- house Warranty Work	Credit payments and adjustments for any in-house warranty work to County, in accordance with any future, signed agreement that may be negotiated between Contractor Project Director and County Project Manager.	100%	\$50	\$100
27.d	SOW: Section MM.3 - Fleet MIS Tracking of Warranty Work	Track warranty claims and reimbursements for parts and vehicles in ShopFax, the Fleet Management Information System.	100%	\$50	\$100
27.e	SOW: Section MM.4 - Reporting	Report revenue received from warranty reimbursements in Monthly Reports by type.	100%	\$50	\$10
28		MANUFACTURER'S RECALL PROGRAM MANAGEMENT / TECHNICAL BULLETINS-	r / TECHNICAI	- BULLETINS	
28.a	SOW: Section NN.1 - Manufacturer's Recalls	Administer vehicle and parts recall programs.	100%	\$50	\$100
28.b	SOW: Section NN.1 - Manufacturer's Recalls	Deliver and/or make available vehicles and parts for recalls.	100%	\$50	\$100

Exhibit E
Performance Standards

	SPECIFIC PERFORMANCE REFERENCE	TASK	STANDARD	DEFICIENCY CREDIT	DEFICIENCY CREDIT
28.c	SOW: Section NN.1 - Manufacturer's Recalls	Complete all recall programs within 120 calendar days, or a shorter time period when specified by the County Project Manager.	100%	\$10 per vehicle recall per day exceeding 120 days, or other specified time period	\$20 per vehicle recall per day exceeding 120 days or other specified time period
28.d	SOW: Section NN.2 - Fleet MIS Tracking of Manufacturer's Recalls	Track recall programs for parts and vehicles in the Fleet Management Information System - ShopFax.	100%	09\$	\$100
28.e	SOW: Section NN.3 - Reporting	Provide status of all manufacturer's recall programs in Monthly Report.	100%	\$50	\$100
28.f	SOW: Section NN.4 - Manufacturer's Technical Service Bulletins	Acquire and disseminate all manufacturer's technical bulletins for Department vehicle recalls.	100%	05\$	\$100
29		ОТНЕЯ			
29.a	SOW: Section ZZ.1.a - Vehicle/Equipment Receiving and Licensing Work	Process all paperwork for titles, registrations and licenses, and send to DMV, within time periods specified.	100%	\$10 per item not processed within time period specified	\$20 per vehicle not processed within time period specified
29.b	SOW: Section ZZ.1.b - Vehicle/Equipment Receiving and Licensing Work	Process up to sixty (60) vehicles per week.	100%	\$10 per vehicle not processed within time period specified	\$20 per vehicle not processed within time period specified

Exhibit E Performance Standards

Exhibit E Performance Standards

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EXHIBIT F1

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

AGREEMENT FOR

AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAMEPenske Truck Leasing Co., L.P.	
Contract No.	
Employee Name	
GENERAL INFORMATION:	
Your employer referenced above has entered into a contract with the County of Los Angeles to provide on the County. The County requires your signature on this Contractor Employee Acknowledgement and Agreement.	

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

nave read tr	ııs agreemen	t and have taken due time to consider it prior to sign	ling.
98° 120° - 188	Ziji Talikaniya Par Si	.	Initials of Signer
Automotive	Fleet Manag	ement and Maintenance Services	Exhibit F-1

EXHIBIT F-1 Page 2 of 2

Contractor Name	Penske Truck Leasing Co., L.F	Contract	No	_
Employee Name_				
pursuant to the above	will not divulge to any unauthorized perso e-referenced contract between my employ se of any data or information received by	ver and the County	of Los Angeles, Ta	ile performing work agree to forward all
entities receiving sent proprietary information referenced contract. County employees w	dential all health and criminal records and vices from the County, design concepts, an and all other original materials produce I agree to protect these confidential mate ho have a need to know the information. ovided to me during this employment, I should be a second to the confidential materials.	algorithms, program d, created, or provient disclosing against disclosing agree that if propr	ns, formats, docume ded to or by me und sure to other than n rietary information s	entation, Contractor der the above- ny employer or supplied by other
person of whom I bed	y immediate supervisor any and all violati come aware. I agree to return all confider ntract or termination of my employment w	ntial materials to my	/ immediate superv	isor upon
I acknowledge that vi Los Angeles may see	olation of this agreement may subject me k all possible legal redress.	to civil and/or crimi	inal action and that	the County of
SIGNATURE:	-		DATE:	
PRINTED NAME:				
POSITION:		·		

AGREEMENT FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)
CONTRACTOR NAME
Contract No.
Non-Employee Name
GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.
NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.
I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.
I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.
CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.
Initials of Signer

Contractor Name	. <u> </u>		Contract	Contract No			
Non-Employee Nar	ne		·				
I hereby agree that I work pursuant to the Los Angeles. I agree above-referenced Co	above-referenced c to forward all reque	contract betwee	n the above-ref	erenced Contrac	tor and th	he County	of
I agree to keep conficentities receiving service Contractor proprietary the above-referenced above-referenced Coproprietary informatio	rices from the County information, and all contract. I agree to ntractor or County er	y, design conce l other original r protect these o mployees who l	epts, algorithms, materials produc confidential mate nave a need to k	programs, forma ed, created, or pr rials against disc now the informat	ts, docum ovided to losure to ion. I agi	nentation, or by me other thar ree that if	under the
l agree to report to the other person of whom upon completion of the	i become aware. I	agree to return	all confidential r	naterials to the al	bove-refe	self and/or renced Co	by any ontractor
l acknowledge that vi Los Angeles may see	olation of this agreer ok all possible legal r	ment may subje edress.	ect me to civil and	d/or criminal actio	on and tha	at the Cou	nty of
SIGNATURE:	· · · · · · · · · · · · · · · · · · ·			DATE:		/	-
PRINTED NAME:		18-11-1	· · · · · · · · · · · · · · · · · · ·	-			
POSITION:				_			

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EXHIBIT G

PRE-APPROVED SUB-CONTRACTORS

LIST OF SUB-CONTRACTORS WILL BE ADDED AFTER COMMENCEMENT OF AGREEMENT

EXHIBIT H

CHAPTER 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - For cafeteria services, referred to in this chapter as a "cafeteria services contract,"
 and
 - Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. <u>Full Time Employees</u>. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. <u>Administration.</u> The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. <u>Compliance Certification.</u> An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. <u>Contractor Standards</u>. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. <u>Collective Bargaining Agreements</u>. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. <u>Small Businesses</u>. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)